



AGENDA  
CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, DECEMBER 19, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Retirement Plaque - Archie Cooper

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES: None

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Jeromes Masonry, Inc. for the rehabilitation of a pavilion at Venetian Gardens for an amount not to exceed \$51,365.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg amending the fiscal year 2015-16 for the General, Carver Heights CRA, Capital Projects, Gas, Water, Airport, Recreation Impact Fees and Police Forfeiture funds for the Fourth Quarter; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg amending the fiscal year 2016-17 for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA,

Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Communications, Solid Waste, Airport, Fleet, Recreation Impact Fees, Gas Tax and Discretionary Sales Tax Fund for carryovers from fiscal year 2015-16; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under Chapter 270.11(1), Florida Statute (2016) on property located at 1600 County Road 470, Leesburg, Florida, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Joint Participation Agreement with the FDOT for landscaping at the US 27 @ US 441 intersection; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

- A. First reading of an ordinance deleting Sections 2.168.1 and 2.168.2, and creating Section 7-170, establishing a Facade, Sign and Landscape Grant Program.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. FY 2016 4th Quarter Financial Reports

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings

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is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



# AGENDA MEMORANDUM

**Item No:** 5.B.1.

**Meeting Date:** December 19, 2016

**From:** Mike Thornton, Purchasing Manager for  
DC Maudlin, Public Works Director

**Subject:** Resolution authorizing execution of a construction services agreement for  
the rehabilitation of an existing pavilion at Venetian Gardens.

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**Staff Recommendation:**

Staff recommends awarding Invitation to Bid (ITB) 170041 and approval of the resolution authorizing execution of a construction services agreement for the rehabilitation of a Pavilion located in Venetian Gardens with Jeromes Masonry, Inc. for an amount not to exceed \$51,365.00.

**Analysis:**

The purpose of this project is to refurbish an existing pavilion located within Venetian Gardens and improve the quality of the facility and prolong the life of the structure to create a more appealing public facility. Renovation will include removing existing shingle roof and sub-frame; installing new roof decking and a standing seam metal roof. The Contractor shall also provide electrical and lighting upgrades, construct a new sidewalk, install City provided picnic tables, barbeque grills, and trash receptacles.

The current structure has a roof with a sub-frame. A visual inspection indicates the sub-frame is not adequate to support the current roof and will require repairs. Possibly extensive repairs. The City requested a bid additive option to remove the entire roof and sub-frame, install additional support framing and new decking. The City has selected to include the additive option in the contract amount; removing the roof in entirety and replacing as specified.

**Procurement Analysis:**

The Purchasing Division issued Invitation to Bid (ITB) 170041 on October 14, 2016. The opportunity was posted to Public Purchase and staff directly notified known local companies. October 25, 2016 a non-mandatory pre-bid meeting was held at the project site. There were 4 companies represented. On November 11, 2016 the Purchasing Division received and publicly opened two (2) sealed bids responses.

Purchasing staff attributes the low number of responses to the challenging site conditions. Access to the job site is limited to pedestrian bridges or by water.

Staff has reviewed all responsive bids and determined Jeromes Masonry, Inc. is the lowest responsive and responsible bidder. Jeromes Masonry, Inc. has successfully completed several City projects. Staff recommends award to Jeromes Masonry, Inc.



## SUMMARY OF BIDS

CONTRACTOR NAME	LOCATION LOCAL PREFERENCE	BASE BID AMOUNT	ADDITIVE ALTERNATE	TOTAL BID
Jeromes Masonry, Inc.	Lady Lake, FL Yes – Tier II	\$47,965.00	\$3,400.00	\$51,365.00
Faden Builders, Inc.	Tangerine, FL Yes – Tier II	\$62,592.26	\$5,400.00	\$67,992.00

The City's Local Vendor Preference (LVP) policy was not a factor as both contractors claimed Tier II LVP.

### Options:

- 1) Approve the resolution authorizing execution of the agreement with Jeromes Masonry, Inc.; or
- 2) Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

Funds are budgeted and available for this project.

Submission Date and Time: 12/14/2016 2:04 PM

Department: <b>Public Works</b> Prepared by: <b>Lisa Wolfkill</b> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Advertised: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Required Dates: _____ Attorney Review: <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Reviewed By</b> Department Head: _____ Finance Department: _____ Deputy City Manager: _____ <b>Submitted by:</b> City Manager: _____	Account No.: <b>031-5193-519.62-10</b> Project No.: <b>310051</b> WF/Job No.: <b>WF997806</b> Req. No.: <b>48494</b> Budget: _____ Available: _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A CONSTRUCTION SERVICES  
AGREEMENT WITH JEROMES MASONRY, INC. FOR THE  
REHABILITATION OF A PAVILION AT VENETIAN GARDENS  
FOR AN AMOUNT NOT TO EXCEED \$51,365.00; AND  
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with Jeromes Masonry, Inc. whose address is 505 Sunbelt Road, Lady Lake, Florida 322158 (email: barbararusin@embarqmail.com for construction services to rehabilitate an existing pavilion located at Venetian Gardens pursuant to Invitation to Bid 170041.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 19th day of December 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## PROJECT LOCATION



## **\*\* Notice of Recommendation of Award \*\***

Date: **December 7, 2016**  
Bid No. & Title: **170041 – Pavilion Island Rehabilitation**  
Buyer: **Lisa Wolfkill, Senior Buyer**  
Commission Meeting: **December 19, 2016 at 5:30 PM**

I will be recommending the following award for the Pavilion Island Rehabilitation to our City Commission at their regular meeting on December 19, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **JEROMES MASONRY, INC.**  
**505 Sunbelt Road**  
**Lady Lake, FL 32159**

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton, CPPO  
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at [www.PublicPurchase.com](http://www.PublicPurchase.com) to be notified of future bid opportunities with the City.



Purchasing Division  
204 N. 5<sup>th</sup> Street, Leesburg, FL 34748  
Ofc: (352)728-9880 | [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov)  
[www.leesburgflorida.gov](http://www.leesburgflorida.gov)

Vendor:				Jeromes Masonry, Inc.		Faden Builders, Inc.	
Location:				Lady Lake, FL		Tangerine, FL	
ITEM	ITEM DESCRIPTION	QTY	UNIT	Unit Price	Extended Bid Amount	Unit Price	Extended Bid Amount*
1	REHABILITATION OF PAVILION AND AMENITIES AS SPECIFIED IN THE SCOPE OF WORK	1	LS		\$43,155.00		\$57,800.46
2	CONCRETE SIDEWALK 6-FEET WIDE, 4-INCHES THICK INSTALLED	70	LF	\$43.00	\$3,010.00	\$42.74	\$2,991.80
3	ROOF SHEATHING - City shall pay for actual sheets used. If less than 36-sheets Contractor will issue a credit. If more than 36-sheets, City shall pay for additional sheets at the stated unit price	36	EA	\$50.00	\$1,800.00	\$50.00	\$1,800.00
Total Base Bid Amount					\$47,965.00		\$62,592.26
Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.							
LVP Tier I Adjusted Low Bid (low bid + 5%)				\$50,363.25		N/A	
LVP Tier II Adjusted Low Bid (low bid + 2%)				\$48,924.30		\$62,592.26	
A1	Existing roof removal in its entirety and replacement with added roof support and sheathing. Cost of metal roof included in Item 1 above.	1	LS	\$3,400.00		\$5,400.00	
TIME FOR COMPLETION							
Number of CALENDAR DAYS to <b>begin</b> work after NTP:				14		5	
Number of CALENDAR DAYS to <b>completion</b> after NTP:				45		45	
SEALED BID RESPONSIVENESS REVIEW SUMMARY							
IS THE BIDDER DETERMINED TO BE RESPONSIBLE				Yes		Yes	
IS THE BID DETERMINED TO BE RESPONSIVE				Yes		Yes	
General Vendor Information				Yes		Yes	
Meets Contractor License Requirement				Yes		Yes	
Contractor License Number				CGC1512539		CGC060972	
Bidders Certification				Yes		Yes	
Exceptions Taken				No		No	
Acknowledgement of Addenda				Yes - 2		Yes - 2	
Claims Local Vendor Preference				Yes - Tier II		Yes - Tier II	
Sub-Contractor Listing				Yes		Yes	
Equipment Listing				No		Yes	
Statement of Experience				Yes		Yes	
*Tabulation Note: The schedule of bid items had an extended price error. Staff corrected the math error based on the quantity and unit price.							

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

## AGREEMENT FOR CONTRUCTION SERVICES

**THIS AGREEMENT** is made as of the 19th day of December in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Jeromes Masonry, Inc.** whose address is 505 Sunbelt Road, Lady Lake, Florida 32158 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1.     **Contract Documents.** The Contract Documents consist of:
  - a.     This Agreement; and
  - b.     Invitation to Bid (ITB) 170041 – Pavilion Island Rehabilitation in its entirety, incorporated by reference and made a part hereof; and
  - c.     Addendums 1 and 2 to ITB 170041; and
  - d.     The CONTRACTOR'S response to ITB 170041 incorporated by reference and made a part hereof.
  
2.     **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$51,365.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.
  
3.     **Scope of Work.** The CONTRACTOR shall perform the work, and furnish and deliver all labor, materials and equipment necessary or required to complete the **PAVILION ISLAND REHABILITATION** (hereinafter referred to as the "Project"); and as may be further described in the Contract Documents. This Agreement is applicable only to the named Project.
  
4.     **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.
  
5.     **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.
  
6.     **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work no later than FOURTEEN (14) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later FORTY-FIVE (45) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement

Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

7. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show-cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid

or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

8. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

9. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

10. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF



LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**  
**Attention: Mike Thornton, Purchasing Manager**  
**P.O. Box 490630**  
**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

11. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

12. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the

CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

13. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

14. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

15. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

16. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

17. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the

event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

18. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

19. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

20. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under

this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **WILLIE WILSON, President.** The primary contact person under this Agreement for the CITY shall be **ROBERT HARPER, Project Manager.**

25. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

26. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

27. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

28. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

29. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

30. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

31. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

Printed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

JEROMES MASONRY, INC.

By: Willie J. Wilson

Printed: WILLIE J. WILSON

Its: PRESIDENT  
(Title)



# AGENDA MEMORANDUM

**Item No:** 5.C.1.

**Meeting Date:** December 19, 2016

**From:** Brandy McDaniel, Budget Manager

**Subject:** Resolution amending the fiscal year 2015-16 budget for the General, Carver Heights CRA, Capital Projects, Gas, Water, Airport, Recreation Impact Fees and Police Forfeiture Funds for the Fourth Quarter

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## Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2015-16 budget for the General, Carver Heights CRA, Capital Projects, Gas, Water, Airport, Recreation Impact Fees and Police Forfeiture Funds for the Fourth Quarter.

## Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

### General Fund:

Purchase 810 North Shore Dr. -	\$ 140,062	<b>Funding Source</b> Fund Balance
Transfer to Capital Projects		
Venetian Gardens Phase II & III-	4,565,000	Fund Balance
Transfer to Capital Projects		
Radar Speed Trailer	<u>8,569</u>	Police Forfeiture
<b>Total General Fund</b>	<b>\$4,713,631</b>	

### Carver Heights CRA:

West Leesburg Neighborhood Center	<u>\$1,489,914</u>	<b>Funding Source</b> Federal Grant & Debt Proceeds
<b>Total Carver Heights CRA</b>	<b>\$1,489,914</b>	

### Capital Projects:

Purchase 810 North Shore Dr.	\$ 215,062	<b>Funding Source</b> Transfer from General Fund & Recreation Impact Fees
US Hwy 441 Professional Dr. to College Dr. Landscape Improvements	300,000	State Grant
Venetian Gardens Phase II & III	6,640,000	Transfer from General Fund & Gas Fund
<b>Total Capital Projects</b>	<b>\$7,155,062</b>	

**Gas Fund:**

Venetian Gardens Phase III	<u>\$2,075,000</u>
<b>Total Gas Fund</b>	<b>\$2,075,000</b>

**Funding Source**

Fund Balance

**Water Fund:**

Plantation Water Plant Project	<u>\$ 21,208</u>
<b>Total Water Fund</b>	<b>\$ 21,208</b>

**Funding Source**

Fund Balance-Bond Proceeds

**Airport Fund:**

Sea Plane Ramp Project	<u>\$2,357,168</u>
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**Funding Source**State Grant, Intergovernmental  
Revenue. Debt Proceeds &  
Fund Balance

<b>Total Airport Fund</b>	<b>\$2,357,168</b>
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**Recreation Impact Fees:**

Purchase 810 North Shore Dr. - Transfer to Capital Projects	<u>\$ 75,000</u>
<b>Total Recreation Impact Fees</b>	<b>\$ 75,000</b>

**Funding Source**

Fund Balance

**Police Forfeiture:**

Radar Speed Trailer- Transfer to General Fund	<u>\$ 8,569</u>
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**Funding Source**

Fund Balance

Stealth Data Collector (2)	<u>4,000</u>
<b>Total Police Forfeiture</b>	<b>\$ 12,569</b>

Fund Balance

**Options:**

1. Adopt the attached resolution amending the fiscal year 2015-16 budget for the General, Carver Heights CRA, Capital Projects, Gas, Water, Airport, Recreation Impact Fees and Police Forfeiture Funds, or;
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The following funds will change as seen below:



<u>FUND</u>	FY 2016 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2016 <u>AMENDED</u>
General	\$23,539,389	4,713,631	\$28,253,020
Stormwater	3,331,912	-0-	3,331,912
Housing Assistance	218,085	-0-	218,085
Greater Leesburg CRA	345,249	-0-	345,249
Carver Heights CRA	861,894	1,489,914	2,351,808
Hwy 441/27 CRA	936,808	-0-	936,808
Debt Service	2,536,491	-0-	2,536,491
Capital Projects	3,583,166	7,155,062	10,738,228
Electric	74,294,846	-0-	74,294,846
Gas	9,282,586	2,075,000	11,357,586
Water	12,581,179	21,208	12,602,387
Wastewater	13,035,013	-0-	13,035,013
Communications	2,497,298	-0-	2,497,298
Solid Waste	3,921,108	-0-	3,921,108
Airport	2,704,193	2,357,168	5,061,361
Police Pension	1,245,113	-0-	1,245,113
Fire Pension	1,066,584	-0-	1,066,584
General Employees Pension	2,591,446	-0-	2,591,446
Health Insurance	5,497,844	-0-	5,497,844
Workers' Compensation	505,304	-0-	505,304
Risk Management	649,098	-0-	649,098
Discretionary Sales Tax	2,107,075	-0-	2,107,075
Gas Tax	972,426	-0-	972,426
Police Impact Fees	-0-	-0-	-0-
Recreation Impact Fees	200,000	75,000	275,000
Building Permits	622,900	-0-	622,900
Police Forfeiture	-0-	12,569	12,569
Police Education Receipts	12,000	-0-	12,000
Fleet Services	<u>3,897,692</u>	<u>-0-</u>	<u>3,897,692</u>
Total	\$173,036,699	17,899,552	\$190,936,251

Submission Date and Time: 12/14/2016 2:04 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,  
AMENDING THE FISCAL YEAR 2015-16 BUDGET FOR THE GENERAL, CARVER HEIGHTS  
CRA, CAPITAL PROJECTS, GAS, WATER, AIRPORT, RECREATION IMPACT FEES, AND  
POLICE FORFEITURE FUNDS FOR THE FOURTH QUARTER ; AND PROVIDING AN**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2015-16 on September 28, 2015, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2015-16 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2015-16 annual budget;

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:**

**SECTION I.**

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2015-16 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2015-16 for the City of Leesburg, Florida:

**GENERAL FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Transfer from Other Funds 8,569

Fund Balance Appropriated 4,705,062

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 4,713,631

**PROPOSED APPROPRIATIONS**

Public Safety 8,569

Non Expenditures:

Transfer to Other Funds 4,705,062

**TOTAL PROPOSED APPROPRIATIONS** 4,713,631

**CARVER HEIGHTS CRA**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Federal Grant 700,000

Other Financing Sources:

Debt Proceeds 789,914

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 1,489,914

**PROPOSED APPROPRIATIONS**

General Government 1,489,914

**TOTAL PROPOSED APPROPRIATIONS** 1,489,914

**CAPITAL PROJECTS**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

State Grant 300,000

Other Financing Sources:

Transfer from Other Funds 6,855,062

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 7,155,062

**PROPOSED APPROPRIATIONS**

General Government 6,855,062

Transportation 300,000

**TOTAL PROPOSED APPROPRIATIONS** 7,155,062

**GAS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 2,075,000

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 2,075,000**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 2,075,000

**TOTAL PROPOSED APPROPRIATIONS** 2,075,000**GAS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Bond Proceeds 21,208

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 21,208**PROPOSED APPROPRIATIONS**

Physical Environment

21,208

**TOTAL PROPOSED APPROPRIATIONS** 21,208**AIRPORT FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

State Grant 736,363

Intergovernmental Revenue 125,000

Other Financing Sources:

Debt Proceeds 504,079

Fund Balance Appropriated- Bond Proceeds 991,726

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 2,357,168**PROPOSED APPROPRIATIONS**

Transportation 2,357,168

**TOTAL PROPOSED APPROPRIATIONS** 2,357,168**RECREATION IMPACT FEES****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 75,000

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 75,000**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 75,000

**TOTAL PROPOSED APPROPRIATIONS** 75,000**POLICE FORFEITURE****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 12,569

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 12,569**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 12,569

**TOTAL PROPOSED APPROPRIATIONS** 12,569

**ALL FUNDS**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	125,000
Federal Grant	700,000
State Grant	1,036,363
Other Financing Sources:	
Debt Proceeds	1,293,993
Transfer from Other Funds	6,863,631
Fund Balance Appropriated- Bond Proceeds	1,012,934
Fund Balance Appropriated	6,867,631
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>17,899,552</b>

**PROPOSED APPROPRIATIONS**

General Government	8,344,976
Transportation	2,657,168
Physical Environment	21,208
Public Safety	8,569
Non Expenditures:	
Transfer to Other Funds	6,867,631
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>17,899,552</b>

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

**PASSED AND ADOPTED** at a regular meeting of the City Commission of the City of Leesburg, Florida held the 19th day of December 2016.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

4th Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
<b>General</b>			
	Purchase 810 North Shore Dr.- Transfer to Capital Projects Fund to purchase land for park	140,062	Using Fund Balance purchase approved by City Commission 4/25/16
	Venetian Gardens Phase II & III- Transfer to Capital Projects Fund	4,565,000	Using Fund Balance approved by City Commission 8/9/16
	Radar Speed Trailer	8,569	Transfer from Police Forfeiture Funds purchase approved by City Commission 7/11/16
	<b>Total General</b>	<b>4,713,631</b>	
<b>Carver Heights CRA</b>			
	West Leesburg Neighborhood Center	1,489,914	Project was approved by the City Commission
	<b>Total Carver Heights CRA</b>	<b>1,489,914</b>	
<b>Capital Projects</b>			
	Purchase 810 North Shore Dr.- Transfer to Capital Projects Fund	215,062	Transfer from General Fund and Recreation Impact Fees purchase approved by City Commisison 4/25/16
	US Hwy 441 Professional Dr. to College Dr. Landscape Improvements	300,000	FDOT funds were awarded to the City and approved by City Commission 4/25/16
	Venetian Gardens Phase II & III	6,640,000	Transfer from General Fund and Gas Fund, project was approved by City Commission 8/9/16
	<b>Total Capital Projects</b>	<b>7,155,062</b>	
<b>Gas</b>			
	Venetian Gardens Phase III- Transfer to Capital Projects Fund	2,075,000	Using Fund Balance, project was approved by City Commission 8/9/16
	<b>Total Gas</b>	<b>2,075,000</b>	
<b>Water</b>			
	Plantation Water Plant Project	21,208	Budget accrued proceeds to totally utilize the remaining 2007 bond proceeds on this project
	<b>Total Water</b>	<b>21,208</b>	
<b>Airport</b>			
	Seaplane Ramp Project	2,357,168	Project was approved by the City Commission 8/22/16
	<b>Total Airport</b>	<b>2,357,168</b>	
<b>Recreation Impact Fees</b>			
	Purchase 810 North Shore Dr.- Transfer to Capital Projects Fund	75,000	Using Fund Balance purchase approved by City Commission 4/25/16
	<b>Total Recreation Impact Fees</b>	<b>75,000</b>	
<b>Police Forfeiture</b>			
	Radar Speed Trailer- Transfer to General Fund	8,569	Using Fund Balance purchase approved by City Commission 7/11/16
	Stealth Data Collector (2)	4,000	Using Fund Balance purchase approved by City Commission 7/11/16
	<b>Total Police Forfeiture</b>	<b>12,569</b>	
	<b>Total Budget Adjustments</b>	<b>17,899,552</b>	



# AGENDA MEMORANDUM

**Item No:** 5.C.2.

**Meeting Date:** December 19, 2016

**From:** Brandy McDaniel, Budget Manager

**Subject:** Resolution amending the fiscal year 2016-17 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Communications, Solid Waste, Airport, Fleet, Recreation Impact Fees, Gas Tax and Discretionary Sales Tax Funds for the Carryovers from fiscal year 2015-16

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## Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2016-17 budget for the General Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Communications, Solid Waste, Airport, Fleet, Recreation Impact Fees, Gas Tax and Discretionary Sales Tax Funds for the Carryovers from fiscal year 2015-16.

## Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

This budget adjustment includes purchase orders that were issued prior to September 20, 2016, and the amounts were not included in the original budget for 2016-17, as well as projects not completed last fiscal year.

## General Fund:

		Funding Source
Economic Development	\$ 15,000	Fund Balance
470 Business Development	7,500	Fund Balance
Adobe Design (IT)	4,623	Fund Balance
Code Enforcement (Police)	4,511	Fund Balance
Pavement Mgmt Services (Streets)	12,036	Fund Balance
Intersection Imp 9 <sup>th</sup> St to Dixie Ave- Transfer to Capital Projects	49,896	Fund Balance
Parking lot for Kids Korner & Splash Pad- Transfer to Capital Projects	1,824	Fund Balance
Splash Pad- Transfer to Capital Projects	126,048	Fund Balance
Rogers Park Bathrooms & Pavillions- Transfer to Capital Projects	430,323	Fund Balance
LMSC Public Restroom Revocations- Transfer to Capital Projects	120,000	Fund Balance

PD Building Improvements- Transfer to Capital Projects	36,150	Fund Balance
Center for Arts EL Improvements- Transfer to Capital Projects	59,972	Fund Balance
Landscape Architect	7,282	Fund Balance
Trash Receptacles	6,637	Fund Balance
Signs for Downtown	8,910	Fund Balance
US 27 Landscape Median	8,750	Fund Balance
West Leesburg Neighborhood Outreach Center- Transfer to Carver CRA	309,946	Fund Balance
Demolition (Housing)	<u>54,172</u>	Fund Balance
<b>Total General Fund</b>	<b>\$1,263,580</b>	
<b>Stormwater:</b>		<b>Funding Source</b>
Stock Subdivision Modeling	\$ 18,816	Fund Balance
Heritage Estates	241,876	Lake County Grant, St. Johns River WMD Grant, Fund Balance
Lake Griffin	198,391	Lake County Grant, St. Johns River WMD Grant, Fund Balance
Palm Harbor Court	5,920	Fund Balance
PO Boys Ditch Enclosure	300,000	Fund Balance
Birchwood Ditch Phase 2	<u>400,000</u>	Fund Balance
<b>Total Stormwater</b>	<b>\$1,165,003</b>	
<b>Greater Leesburg CRA:</b>		<b>Funding Source</b>
Sign Grant & Matching Landscape Façade	<u>\$ 51,754</u>	Fund Balance
<b>Total Greater Leesburg CRA</b>	<b>\$ 51,754</b>	
<b>Carver Heights CRA:</b>		<b>Funding Source</b>
West Leesburg Neighborhood Center	<u>\$2,297,503</u>	Federal Grant, Transfer from General Fund & Debt Proceeds
<b>Total Carver Heights CRA</b>	<b>\$2,297,503</b>	
<b>Highway 441/27 CRA</b>		<b>Funding Source</b>
Matching Landscape Façade	<u>\$ 7,865</u>	Fund Balance
<b>Total Highway 441/27 CRA</b>	<b>\$ 7,865</b>	
<b>Capital Projects:</b>		<b>Funding Source</b>
Road Resurfacing	\$ 497,918	Transfer from Discretionary Sales Tax
Landscape Medians on 441	458,241	State Grant, Transfer from Discretionary Sales Tax
Intersection Imp 9 <sup>th</sup> St to Dixie Ave	49,896	Transfer from General Fund
Parking lot for Kids Korner & Splash Pad	1,824	Transfer from General Fund

Splash Pad	396,998	Transfer from General Fund, Gas & Solid Waste Fund
VG Fountain Refurb	67,152	Transfer from Discretionary Sales Tax
Mote Morris Sidewalk Renovations	9,439	Transfer from Discretionary Sales Tax
VG Restrooms	164,366	Transfer from Discretionary Sales Tax
Susan St. Restroom & Storage Bldg	219,476	Transfer from Discretionary Sales Tax & Recreation Impact Fees
John L. Johnson Toddler Playground	19,610	Transfer from Discretionary Sales Tax
Pave Parking Lot @ John L Johnson Park	10,390	Transfer from Discretionary Sales Tax
VG Shelter Replacements	60,000	Transfer from Discretionary Sales Tax
Veteran's Memorial Park Playground Replacement	20,000	Transfer from Gas Fund
Berry Park Restrooms	6,742	Transfer from Discretionary Sales Tax
Rogers Park Bathrooms & Pavillions	430,323	Fund Balance
Hwy 441 Entry Sign (East)	30,000	Transfer from Solid Waste Fund
Hwy 441/27 Entry Sign (North)	241,469	Transfer from Solid Waste Fund
LMSC Public Restrooms	120,000	Transfer from General Fund
PD Building Improvements	36,150	Transfer from General Fund
Center for Arts EL Improvements	59,972	Transfer from General Fund
VG Phase II Engineering	300,000	Fund Balance
Community Building Engineering	290,636	Fund Balance & Transfer from Gas Fund
VG Phase II	2,179,850	Fund Balance
VG Phase III	3,850,000	Fund Balance
Sleepy Hollow Irrigation Improvements	<u>46,805</u>	Transfer from Discretionary Sales Tax



Reclosures associated with Reconductoring	100,000
SR44 Lights	200,000
New Projects	30,000
Reconductoring	567,717
Center St Engineering	<u>50,000</u>
<b>Total Electric Fund</b>	<b>\$1,924,604</b>

Contributed  
Fund Balance Duke  
Settlement  
Renewal & Replacement  
Fund Balance Villages  
Contributed  
Fund Balance Duke  
Settlement Renewal &  
Replacement  
Fund Balance Duke  
Settlement

<b>Gas Fund:</b>	
Bentley Ridge	79,445
Hidden Harbor	36,920
Community Building Engineering (Transfer to Capital Projects Fund)	145,318
Veteran's Memorial Park Playground Replacement (Transfer to Capital Projects Fund)	20,000
Splash Pad (Transfer to Capital Projects Fund)	234,967
Gate Stations	<u>187,698</u>
<b>Total Gas Fund</b>	<b>\$704,348</b>

**Funding Source**  
Developer Contributed  
Developer Contributed  
Fund Balance

Fund Balance

Fund Balance  
Bond Proceeds

<b>Water Fund:</b>	
Wall Penetration Rep GST #1	\$ 5,000
Stock Subdivision Modeling	9,408
Lilly St Upgrade	74,861
Hope St Upgrade	116,042
Stock Subdivision Water Main	129,307
Rogers Park Splash Pad	14,220
Plantation WTP Upgrade	151,272
City Core System-Dixie Reuse Phase I & II	762,575
Effluent Disposal	<u>1,500</u>
<b>Total Water Fund</b>	<b>\$1,264,185</b>

**Funding Source**  
Fund Balance  
Fund Balance  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Fund Balance  
Fund Balance

<b>Wastewater Fund:</b>	
Aerator Gear Boxes	\$ 4,441
Stock Subdivision Modeling	9,408
System Modeling	74,586
Avante Line Relocate	129,643
Lift Station 2A Rehab	112,892
Lift Station 5A Rehab	125,000
Discharge Pipes 106G	15,000
Canal St. Digester	50,000
Turnpike Reuse Generator	1,279
Dewatering	<u>678,955</u>
<b>Total Wastewater Fund</b>	<b>\$1,201,204</b>

**Funding Source**  
Renewal & Replacement  
Fund Balance  
Impact Fees  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Renewal & Replacement  
Fund Balance  
Fund Balance

**Communications Fund:**

Lake County Library System	\$ 80,909
SR 19, US 27 to Groveland	65,249
Replace AC in Splice Trailer	<u>5,500</u>
<b>Total Communications Fund</b>	<b>\$ 151,658</b>

**Funding Source**

Fund Balance  
Fund Balance  
Renewal & Replacement

**Solid Waste Fund:**

Splash Pad (Transfer to Capital Projects Fund)	\$ 35,983
Hwy 441 Entry Sign (2) (Transfer to Capital Projects Fund)	<u>271,469</u>
<b>Total Solid Waste Fund</b>	<b>\$ 307,452</b>

**Funding Source**

Fund Balance  
Fund Balance

**Airport Fund:**

Extend Taxiway A	\$ 761,491
Airport Master Plan	395,076
Seaplane Ramp	<u>2,133,686</u>
<b>Total Airport Fund</b>	<b>\$3,290,253</b>

**Funding Source**

State Grant & Fund Balance  
Federal & State Grant, Fund Balance  
State & County Grants, Debt Proceeds & Fund Balance

**Discretionary Sales Tax:**

Landscape Medians (Transfer to Capital Projects Fund)	\$ 158,500
VG Fountain Refurbishment (Transfer to Capital Projects Fund)	67,152
Mote Morris Sidewalk Renovations (Transfer to Capital Projects Fund)	9,439
VG Restrooms (Transfer to Capital Projects Fund)	164,366
Susan St. Restroom & Storage Bldg (Transfer to Capital Projects Fund)	28,151
John L. Johnson Toddler Playground Imp (Transfer to Capital Projects Fund)	19,610
Pave Parking Lot @ John L. Johnson (Transfer to Capital Projects Fund)	10,390
VG Shelter Replacements (Transfer to Capital Projects Fund)	60,000
Berry Park Restrooms (Transfer to Capital Projects Fund)	6,742
Sleepy Hollow Irrigation Improvements (Transfer to Capital Projects Fund)	<u>46,805</u>
<b>Total Discretionary Sales Tax</b>	<b>\$ 571,155</b>

**Funding Source**

Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance  
Fund Balance

**Gas Tax Fund:**

Road Resurfacing (Transfer to Capital Projects Fund)	\$ <u>497,918</u>
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**Funding Source**

Fund Balance

### Recreation Impact Fees:

Susan St. Restroom & Storage Building- (Transfer to Capital Projects Fund)	<u>\$ 191,325</u>
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**Total Recreation Impact Fees** **\$ 191,325**

### Funding Source

Fund Balance

**Fleet Services Fund:**

Replacement for Vehicle #8112 (PD)	\$ 27,327
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Total Fleet Services Fund	\$ 27,327
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### Funding Source

Fund Balance

## Options:

1. Adopt the attached resolution amending the fiscal year 2016-17 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Communications, Solid Waste, Airport, Discretionary Sales Tax, Gas Tax, Recreation Impact Fees and Fleet Services Funds, or;
2. Such alternative action as the Commission may deem appropriate

### Fiscal Impact:

The following funds will change as seen below:

	FY 2017		FY 2017
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	\$23,487,803	1,263,580	\$24,751,383
Stormwater	2,118,228	1,165,003	3,283,231
Housing Assistance	121,800	-0-	121,800
Greater Leesburg CRA	317,338	51,754	369,092
Carver Heights CRA	203,904	2,297,503	2,501,407
Hwy 441/27 CRA	953,895	7,865	961,760
Debt Service	2,532,209	-0-	2,532,209
Capital Projects	1,727,000	9,567,257	11,294,257
Electric	67,210,066	1,924,604	69,134,670
Gas	7,922,635	704,348	8,626,983
Water	9,026,887	1,264,185	10,291,072
Wastewater	10,899,358	1,201,204	12,100,562
Communications	2,258,115	151,658	2,409,773
Solid Waste	3,825,459	307,452	4,132,911
Airport	1,536,362	3,290,253	4,826,615
Police Pension	1,363,432	-0-	1,363,432
Fire Pension	1,288,491	-0-	1,288,491
General Employees Pension	2,875,000	-0-	2,875,000
Health Insurance	5,717,589	-0-	5,717,589
Workers' Compensation	545,766	-0-	545,766
Risk Management	648,643	-0-	648,643
Discretionary Sales Tax	2,071,204	571,155	2,642,359
Gas Tax	889,007	497,918	1,386,925
Police Impact Fees	-0-	-0-	-0-
Recreation Impact Fees	25,000	191,325	216,325
Building Permits	833,571	-0-	833,571
Police Forfeiture	-0-	-0-	-0-
Police Education Receipts	12,000	-0-	12,000
Fleet Services	3,516,870	27,327	3,544,197

Total                      \$153,927,632                      24,484,391                      \$178,412,023

Submission Date and Time: 12/14/2016 2:04 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,  
AMENDING THE FISCAL YEAR 2016-17 BUDGET FOR THE GENERAL, STORMWATER,  
GREATER LEESBURG CRA, CARVER CRA, HWY 441/27 CRA, CAPITAL PROJECTS,  
ELECTRIC, GAS, WATER, WASTEWATER, COMMUNICATIONS, SOLID WASTE, AIRPORT,  
DISCRETIONARY SALES TAX, GAS TAX, RECREATION IMPACT FEES AND FLEET FUNDS  
FOR THE CARRYOVERS FROM FISCAL YEAR 2015-16 ; AND PROVIDING AN EFFECTIVE**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2016-17 on November 14, 2016, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2016-17 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2016-17 annual budget;

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:**

**SECTION I.**

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2015-16 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2016-17 for the City of Leesburg, Florida:

**GENERAL FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	1,263,580
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>1,263,580</b>

**PROPOSED APPROPRIATIONS**

General Government	27,452
Public Safety	4,511
Physical Environment	8,750
Transportation	12,036
Economic Environment	54,172
Other Uses	22,500
Non Expenditures:	
Transfer to Other Funds	1,134,159
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>1,263,580</b>

**STORMWATER**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	282,192
Other Financing Sources:	
Fund Balance Appropriated	882,811
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>1,165,003</b>

**PROPOSED APPROPRIATIONS**

Physical Environment	1,165,003
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>1,165,003</b>

**GREATER LEESBURG CRA**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	51,754
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>51,754</b>

**PROPOSED APPROPRIATIONS**

Economic Environment	51,754
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>51,754</b>

**CARVER HEIGHTS CRA****ESTIMATED REVENUES AND OTHER RECEIPTS**

Federal Grant	700,000
Other Financing Sources:	
Transfer from Other Funds	309,946
Debt Proceeds	1,051,016
Fund Balance Appropriated- Note Proceeds	236,541
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>2,297,503</b>

**PROPOSED APPROPRIATIONS**

Economic Environment	2,297,503
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>2,297,503</b>

**US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	7,865
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>7,865</b>

**PROPOSED APPROPRIATIONS**

Economic Environment	7,865
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>7,865</b>

**CAPITAL PROJECTS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	299,741
Other Financing Sources:	
Transfer from Other Funds	2,792,348
Fund Balance Appropriated	6,475,168
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>9,567,257</b>

**PROPOSED APPROPRIATIONS**

General Government	8,561,202
Transportation	1,006,055
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>9,567,257</b>

**ELECTRIC FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated- Villages Contributed	888,788
Fund Balance Appropriated- Duke Settlement	246,219
Fund Balance Appropriated- Renewal & Replacement	715,328
Fund Balance Appropriated	74,269
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>1,924,604</b>

**PROPOSED APPROPRIATIONS**

Physical Environment	1,924,604
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>1,924,604</b>

**GAS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Sources	116,365
Other Financing Sources:	
Fund Balance Appropriated- Bond Proceeds	187,698
Fund Balance Appropriated	400,285
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>704,348</b>

**PROPOSED APPROPRIATIONS**

General Government	304,063
Non Expenditures:	
Transfer to Other Funds	400,285
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>704,348</b>

**WATER FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	485,702
Fund Balance Appropriated	778,483
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>1,264,185</b>

**PROPOSED APPROPRIATIONS**

Physical Environment	1,264,185
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>1,264,185</b>

**WASTEWATER FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Impact Fees	74,586
Fund Balance Appropriated- Renewal & Replacement	436,976
Fund Balance Appropriated	689,642
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>1,201,204</b>

**PROPOSED APPROPRIATIONS**

Physical Environment	1,201,204
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>1,201,204</b>

**COMMUNICATIONS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	5,500
Fund Balance Appropriated	146,158
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>151,658</b>

**PROPOSED APPROPRIATIONS**

Physical Environment	151,658
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>151,658</b>

**SOLID WASTE FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	307,452
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>307,452</b>

**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds	307,452
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>307,452</b>

**AIRPORT FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Federal Grant	360,000
State Grant	1,093,072
Intergovernmental Revenue	125,000
Other Financing Sources:	
Debt Proceeds	504,079
Fund Balance Appropriated	1,208,102
<b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>	<b>3,290,253</b>

**PROPOSED APPROPRIATIONS**

Transportation	3,290,253
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>3,290,253</b>

**DISCRETIONARY SALES TAX FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 571,155

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 571,155**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 571,155

**TOTAL PROPOSED APPROPRIATIONS** 571,155**GAS TAX FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 497,918

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 497,918**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 497,918

**TOTAL PROPOSED APPROPRIATIONS** 497,918**RECREATION IMPACT FEES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 191,325

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 191,325**PROPOSED APPROPRIATIONS**

Non Expenditures:

Transfer to Other Funds 191,325

**TOTAL PROPOSED APPROPRIATIONS** 191,325**FLEET SERVICES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 27,327

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 27,327**PROPOSED APPROPRIATIONS**

General Government

27,327

**TOTAL PROPOSED APPROPRIATIONS** 27,327**ALL FUNDS****ESTIMATED REVENUES AND OTHER RECEIPTS**

Federal Grant 1,060,000

State Grant 1,093,072

Intergovernmental Revenue 706,933

Other Sources 116,365

Total Estimated Revenues 2,976,370

Other Financing Sources:

Transfer from Other Funds 3,102,294

Debt Proceeds 1,555,095

Fund Balance Appropriated- Villages Contributed 888,788

Fund Balance Appropriated- Impact Fees 74,586

Fund Balance Appropriated- Duke Settlement 246,219

Fund Balance Appropriated 13,573,294

Fund Balance Appropriated- Note Proceeds 236,541

Fund Balance Appropriated- Bond Proceeds 187,698

Fund Balance Appropriated- Renewal &amp; Replacement 1,643,506

**TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** 24,484,391



**PROPOSED APPROPRIATIONS**

Transportation	4,308,344
Public Safety	4,511
General Government	8,920,044
Physical Environment	5,715,404
Economic Environment	2,411,294
Other Uses	22,500
Non Expenditures:	
Transfer to Other Funds	3,102,294
<b>TOTAL PROPOSED APPROPRIATIONS</b>	<b>24,484,391</b>

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

**PASSED AND ADOPTED** at a regular meeting of the City Commission of the City of Leesburg, Florida held the 19th day of December 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Rollovers Budget Adjustments Additional Information**

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
<b>General</b>						
Misc				Economic Development	15,000	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc				CR 470 Business Development	7,500	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				Intersection Imp 9th St to Dixie (Transfer to Cap Projects)	49,896	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				Parking lot for Kids Korner & Splash Pad (Transfer to Cap Projects)	1,824	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				Splash Pad (Transfer to Cap Projects)	126,048	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				Rogers Park Bathrooms & Pavillions (Transfer to Cap Projects)	430,323	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				LMSC Public Restroom Renovations (Transfer to Cap Projects)	120,000	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				Center for the Arts EL Improvements (Transfer to Cap Projects)	59,972	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				West Leesburg Neighborhood Outreach (Transfer to Cap Projects)	309,946	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Misc.				PD Building Improvements (Transfer to Cap Projects)	36,150	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
IT			Adobe Design	Software for Electronic Signatures	4,623	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Police				Code Enforcement	4,511	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
PW Streets	532074	7/29/2016	Kisinger Campo & Associates	Pavement Management Services	12,036	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
PW Grounds	530287	9/23/2014	JCR Consulting	Landscape Architect	7,282	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
PW Grounds	532035	7/18/2016	RJ Thomas MFG	Trash Receptacles	6,637	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
PW Grounds				Signs for Downtown	8,910	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
PW Admin	531078	7/6/2016	Walling Enterprises	US 27 Landscape Median	8,750	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
Housing				Demolition	54,172	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
<b>Total General Fund</b>					<b>1,263,580</b>	
<b>Stormwater</b>						
	532125	8/18/2016	AMEC-BCI Engineers & Scientists	Stock Subdivision Modeling	18,816	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
				Heritage Estates	241,876	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Lake Griffin	198,391	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Palm Harbor Court	5,920	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Po Boys Ditch Enclosure	300,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Birchwood Ditch Phase 2	400,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
<b>Total Stormwater</b>					<b>1,165,003</b>	
<b>Greater Leesburg CRA</b>						
				Sign Grant/Matching Facade Program	51,754	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
<b>Total Greater Leesburg CRA</b>					<b>51,754</b>	
<b>Carver Heights/ Montclair Area CRA</b>						
				West Leesburg Neighborhood Center	2,297,503	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
<b>Total Carver Heights/ Montclair Area CRA</b>					<b>2,297,503</b>	
<b>Hwy 441/27 CRA</b>						
				Matching Landscape Façade	7,865	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
<b>Total Hwy 441/27 CRA</b>					<b>7,865</b>	
<b>Capital Projects</b>						
<b>Public Works</b>						
				Road Resurfacing	497,918	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Landscape Medians on 441	458,241	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Intersection Improvements 9th St to Dixie Ave	49,896	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Parking lot for Kids Korner & Splash Pad	1,824	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Splash Pad	396,998	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Venetian Gardens Fountain Refurbishment	67,152	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Mote Morris Sidewalk Renovations	9,439	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				VG Restrooms	164,366	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Susan St. Restroom & Storage Bldg	219,476	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				John L. Johnson Toddler Playground	19,610	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Pave Parking Lot @ John L. Johnson Park	10,390	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				VG Shelter Replacements	60,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Veteran's Memorial Park Playground Replacement	20,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Berry Park Restrooms	6,742	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Rogers Park Bathroom & Pavillions	430,323	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Hwy 441 Entry Sign (East)	30,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Hwy 441/27 Entry Sign (North)	241,469	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				LMSC Public Restrooms	120,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				PD Building Improvements	36,150	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Center for Arts EL Improvements	59,972	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				VG Phase II Engineering	300,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Community Bldg Engineering	290,636	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				VG Phase II	2,179,850	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				VG Phase III	3,850,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Sleepy Hollow Irrigation Improvements	46,805	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
<b>Total Capital Projects</b>					<b>9,567,257</b>	

Rollovers Budget Adjustments Additional Information (cont.)

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>		<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Electric			Lake County School Board Osmose Utilities	Leesburg High School Energy Lab	28,045	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
	529121	5/10/2013		Osmose Pole Inspections	46,224	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
	531937	6/14/2016		Dixie Ave	50,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				CAP Reconnector	14,164	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Villages Project	688,454	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Pole Replacements	150,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Reclosures associated with Reconductoring	100,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				SR44 Lights	200,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				New Projects	30,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Reconductoring	567,717	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Center St Engineering	50,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				<b>Total Electric</b>	<b>1,924,604</b>	
Gas				Splash Pad (Transfer to Capital Projects Fund)	234,967	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Community Building Engineering (Transfer to Capital Projects Fund)	145,318	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Veteran's Memorial Park Playground Replacement (Transfer to Capital Projects Fund)	20,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Gate Stations	187,698	Project was not completed in FY 16, remaining bond funds need to be rolled forward to FY 17 budget
				Bentley Ridge	79,445	Developer Contributed project, project was not completed in FY 16, remaining funds need to be rolled forward to FY17 budget
				Hidden Harbor	36,920	Developer Contributed project, project was not completed in FY 16, remaining funds need to be rolled forward to FY17 budget
				<b>Total Gas</b>	<b>704,348</b>	
Water	532128	8/19/2016	The CROM Corporation AMEC-BCI Engineers & Scientists	Wall Penetration Rep GST #1	5,000	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
	532125	8/18/2016		Stock Subdivision Modeling	9,408	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
				Lilly St Upgrade	74,861	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Hope St Upgrade	116,042	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Stock Subdivision Water Main	129,307	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Rogers Park Splash Pad	14,220	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Plantation WTP Upgrade	151,272	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				City Core System- Dixie Reuse Phase I & II	762,575	Project was not completed in FY 15, remaining funds need to be rolled forward to FY 16 budget
				Effluent Disposal	1,500	
				<b>Total Water</b>	<b>1,264,185</b>	
Wastewater	532131	8/22/2016	Kaman Industrial Technologies AMEC-BCI Engineers & Scientists Jones Edmunds & Associates	Aerator Gear Boxes	4,441	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
	532125	8/18/2016		Stock Subdivision Modeling	9,408	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
	532122	8/18/2016		System Modeling	74,586	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Avante Line Relocate	129,643	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Lift Station 2A Rehab	112,892	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Lift Station 5A Rehab	125,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Discharge Pipes 106G	15,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Canal St. Digester	50,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Turnpike Reuse Generator	1,279	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Dewatering	678,955	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				<b>Total Wastewater</b>	<b>1,201,204</b>	
Communications				Lake County Library System	80,909	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				SR 19, US 27 to Groveland	65,249	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Replace AC in Splice Trailer	5,500	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				<b>Total Communications</b>	<b>151,658</b>	
Solid Waste				Splash Pad (Transfer to Capital Projects Fund)	35,983	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				Hwy 441 Entry Sign (2) (Transfer to Capital Projects Fund)	271,469	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
				<b>Total Solid Waste</b>	<b>307,452</b>	

Rollovers Budget Adjustments Additional Information (cont.)

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
<b>Airport</b>					
			Extend Taxiway A	761,491	Grant was awarded to City, project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Seaplane Ramp	2,133,686	Grant was awarded to City, project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Airport Master Plan	395,076	Grant was awarded to City, project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			<b>Total Airport</b>	<b>3,290,253</b>	
<b>Fleet</b>					
532012	7/7/2016	Don Reid	Replace Police Vehicle #8112	24,307	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget vehicle was received 11/15/16
532019	7/12/2016	Dana Safety Supply	Equipment to replace Police Vehicle #8112	3,020	Funds were not spent in FY 16 and need to be rolled forward to FY17 budget
			<b>Total Fleet</b>	<b>27,327</b>	
<b>Discretionary Sales Tax</b>					
			Landscape Medians on 441 (Transfer to Capital Projects Fund)	158,500	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			VG Fountain Refurbishment (Transfer to Capital Projects Fund)	67,152	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Mote Morris Sidewalk Renovations (Transfer to Capital Projects Fund)	9,439	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			VG Restrooms (Transfer to Capital Projects Fund)	164,366	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Susan St. Restroom & Storage Bldg. (Transfer to Capital Projects Fund)	28,151	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			John L. Johnson Toddler Playground Imp (Transfer to Capital Projects Fund)	19,610	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Pave Parking Lot @ John L. Johnson (Transfer to Capital Projects Fund)	10,390	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			VG Shelter Replacements (Transfer to Capital Projects Fund)	60,000	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Berry Park Restrooms (Transfer to Capital Projects Fund)	6,742	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			Sleepy Hollow Irrigation Improvements (Transfer to Capital Projects Fund)	46,805	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			<b>Total Discretionary Sales Tax</b>	<b>571,155</b>	
<b>Gas Tax</b>					
			Road Resurfacing	497,918	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			<b>Total Gas Tax</b>	<b>497,918</b>	
<b>Recreation Impact Fees</b>					
			Susan St. Restroom & Storage Bldg. (Transfer to Capital Projects Fund)	191,325	Project was not completed in FY 16, remaining funds need to be rolled forward to FY 17 budget
			<b>Total Recreation Impact Fees</b>	<b>191,325</b>	
			<b>Total Rollover Budget Adjustments</b>	<b>24,484,391</b>	



# AGENDA MEMORANDUM

**Item No:** 5.C.3.

**Meeting Date:** December 19, 2016

**From:** J. Andi Purvis, City Clerk

**Subject:** Release of the Automatic, Statutory Reservation of Petroleum and Mineral Rights on Property located at 1600 County Road 470

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**Recommendation:**

Adopt the proposed resolution to release the automatic, statutory reservation of petroleum and mineral rights under Chapter 270.11(1), Florida Statutes (2016).

**Analysis:**

Property at 1600 County Road 470, Leesburg, Florida is currently under contract for sale and purchase between the City of Leesburg and 470 Leesburg, LLC. Closing on the property is scheduled for the end of December, 2016.

**Options:**

1. Adopt the proposed Resolution; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

There is no fiscal impact to the City from adoption of this Resolution.

**Submission Date and Time:** 12/14/2016 2:05 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE RELEASE OF  
THE AUTOMATIC STATUTORY RESERVATION OF  
PETROLEUM AND MINERAL RIGHTS UNDER CHAPTER  
270.11(1), FLORIDA STATUTES (2016) ON PROPERTY LOCATED  
AT 1600 COUNTY ROAD 470, LEESBURG, FLORIDA, LYING IN  
SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE  
COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT**, based on the petition of the prospective purchaser of the property, the Mayor and City Clerk are authorized and directed to release the automatic, statutory reservation of petroleum and mineral rights under Chapter 270.11(1), Florida Statutes (2016), on the property located at 1600 County Road 470, Leesburg, Florida, and lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, pursuant to the contract for sale and purchase between the City of Leesburg and 470 Leesburg, LLC. The release of the mineral and petroleum interests is justified by the proximity of the property to County Road 470 and the Florida Turnpike, which precludes its use for mining and extraction of minerals.

**THAT** this resolution shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 19th day of December, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# AGENDA MEMORANDUM

**Item No:** 5.C.4.

**Meeting Date:** December 19, 2016

**From:** DC Maudlin, Public Works Director

**Subject:** Execution of a Joint Participation Agreement with the FDOT for landscaping at the US 27 @ US 441 intersection.

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## Staff Recommendation:

Staff recommends execution of the Joint Participation Agreement (JPA) with the FDOT accepting \$250,000 for landscaping at the US 27 @ US 441 intersection.

## Analysis:

The City Commission approved \$250,000 in the FY 2016 budget for a gateway feature at the US 27 @ US 441 intersection. The gateway concept was approved at the October 10, 2016 Commission meeting. Staff also reported that FDOT had approved a request for landscape grant funding in the amount of \$250,000, bringing the total project budget to \$500,000. Acceptance of the FDOT grant requires execution of a Joint Participation Agreement. This grant will pay for installation of trees and shrubs at the US 27 @ US 441 intersection. The grant will not pay for installation of the irrigation system or for sodding.

## Options:

1. Execute the JPA with FDOT or,
2. Such alternative action as the Commission may deem appropriate.

## Fiscal Impact:

Agreement provides \$250,000 FDOT landscaping grant for landscaping at the US 27 @ US 441 gateway intersection.

**Submission Date and Time:** 12/14/2016 2:05 PM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes X No <input type="checkbox"/>  Revised 6/10/04	Reviewed by: Dept. Head DCM  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-0000-334-4911</u>  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A JOINT PARTICIPATION AGREEMENT  
WITH THE FDOT FOR LANDSCAPING AT THE US 27 @ US 441  
INTERSECTION; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute a Joint Participation Agreement with the Florida Department of Transportation, whose address is 719 South Woodland Blvd, M.S. 4-520, Deland, Florida 32720-6834 for Landscaping Improvements on State Road 500/US 441 within seven medians between south of Griffin Road and Marion Street, said project being known as FM #439957-1-58-01.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 19th day of December 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



<b>Financial Management No.:</b> <b>439957-1-58-01</b> <b>Agency: City of Leesburg</b> <b>Contract No:</b>	<b>Fund: DS    Activity: 215</b>  <b>Contract Amount: \$250,000.00</b>	<b>FLAIR Approp: 088716</b> <b>FLAIR Obj: 563000</b> <b>Org. Code: 55054010508</b> <b>Vendor No.: F596000362 006</b>
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**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF LEESBURG**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF LEESBURG**, a Florida Municipal Corporation) (hereinafter referred to as the LOCAL GOVERNMENT),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is attached hereto as Exhibit “G” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Landscaping Improvements on State Road 500/US 441 within Seven (7) Islands and Medians between South of Griffin Road and Marion Street”, in the DEPARTMENT’S Fiscal Year 2016/2017, said Project being known as FM #439957-1-58-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by \_\_\_\_\_ in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

**2. SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference

made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 13. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility

for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 13, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the \Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

### **3. MAINTENANCE**

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

#### **4. COMPENSATION AND REIMBURSEMENT**

A. Project Cost: The total estimated cost of the Project is **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A” – Scope of Services. The Method of Compensation is included in Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT’S DEPARTMENT accepted plans and in Exhibit “A”, Scope of Services. No work may be performed in the Department’s Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439957-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the



required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of

the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

## **5. COMPLIANCE WITH LAWS**

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL

GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

## **6. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

## **7. MISCELLANEOUS**

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

**Point of Contact:**

Holly Lopenski

Program Coordinator

719 South Woodland Boulevard, M.S. 4-520

DeLand, Florida 32720-6834

PH: (386) 943-5520

[holly.lopenski@dot.state.fl.us](mailto:holly.lopenski@dot.state.fl.us)

Richard Grooms  
Design Project Manager/MS 3-510  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5374  
[richard.grooms@dot.state.fl.us](mailto:richard.grooms@dot.state.fl.us)

Vince Vacchiano  
Construction Project Manager/MS 3-506  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5406  
[vincent.vacchiano@dot.state.fl.us](mailto:vincent.vacchiano@dot.state.fl.us)

**LOCAL GOVERNMENT**

DC Maudlin  
Director of Public Works  
550 South 14<sup>th</sup> Street  
Leesburg, Florida 34749  
352-435-9442  
[dc.maudlin@leesburgflorida.gov](mailto:dc.maudlin@leesburgflorida.gov)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and the DEPARTMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF LEESBURG**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As approved by the Board on:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Local Government Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Attest:

\_\_\_\_\_  
Executive Secretary

Legal Review:

\_\_\_\_\_

Financial Provisions Approval by  
The Office of the Comptroller on:

June 7, 2016

Authorization Received from the Office of  
the Comptroller as to Availability of Funds:

\_\_\_\_\_



## **Exhibit “A”**

### **SCOPE OF SERVICES**

#### **Financial Management Number: 439957-1-58-01**

##### Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 500/US 441 within Seven (7) Islands and Medians between South of Griffin Road and Marion Street (Section 11040100: Milepost 0.100 to Milepost 0.230; Section 11040000: Milepost 4.540 to Milepost 4.620; and Section 11010047: Milepost 0.090 to Milepost 0.190). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT’S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase “curb appeal”. Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department’s Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

##### Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit “E” hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Al Minner, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

## **Exhibit “B”**

### **METHOD OF COMPENSATION**

#### **Financial Management Number: 439957-1-58-01**

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

**Exhibit “C”**

**ESTIMATED PROJECT PRODUCTION SCHEDULE**

**Financial Management Number: 439957-1-58-01**

Advertises for bids	
Bids Construction (bid opening)	
Select Construction Firm (BCC approval)	
Give NTP	
Earliest Construction Start	
Latest Construction Finish	
Construction Contract Closeout	
Final Invoice and Closeout Documentation to the Department	

## **Exhibit “D”**

### **TERMS & CONDITIONS OF CONSTRUCTION**

#### **Financial Management Number: 439957-1-58-01**

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but

not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the

FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit “E” hereto shall apply to this Agreement and to all work on the Project.



## **Exhibit “E”**

### **SPECIAL PROVISIONS**

#### **Financial Management Number: 439957-1-58-01**

##### **Subletting or Assignment of Contracts:**

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

##### **Illicit Discharge Training**

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT’s FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

##### **Landscaping Provisions (Section 580)**

###### **580-1 Description.**

Install landscaping as indicated in the Contract Documents.

###### **580-2 Materials.**

###### **580-2.1 Plants:**

**580-2.1.1 Sizes:** Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

**580-2.1.2 Grade Standards and Conformity with Type and Species:** Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

**580-2.1.3 Inspection and Transporting:** Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

**580-2.2 Water:** Meet the requirements of Section 983.

**580-2.3 Mulching:** Use of cypress mulch is prohibited.

### **580-3 Installation.**

**580-3.1 Delivery:** All materials must be available for inspection before installation and will be subject to approval or rejection.

**580-3.2 Layout:** Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

**580-3.3 Soil Drainage:** All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

**580-3.4 Planting:** Meet the requirements of the Design Standards, Index No. 544.

**Exhibit "F"**

**NOTICE OF COMPLETION**

**JOINT PARTICIPATION AGREEMENT**

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
and the CITY OF LEESBURG**

**PROJECT DESCRIPTION:** Landscaping Improvements on State Road 500/US 441 within  
Seven (7) Islands and Medians between South of Griffin Road and Marion Street

**FINANCIAL MANAGEMENT ID#**439957-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL  
COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “G”**

**RESOLUTION**

**Financial Management Number: 439957-1-58-01**



# AGENDA MEMORANDUM

**Item No:** 6A.

**Meeting Date:** December 19, 2016

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Façade, Sign and Landscape Grant Ordinance (FSL)

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## **Staff Recommendation**

Staff recommends approval of the attached Façade, Sign and Landscape Ordinance to assist property owners in the City's major corridor areas in beautification of the corridors through replacement of non-conforming signs, facades and landscapes.

## **Analysis**

The Façade, Sign and Landscape program will encourage private investment in visible exterior property, building and sign improvements, that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. The program will be funded through a combination of CRA, and General Revenue sources. Funds may be appropriated annually by the City Commission and funding shall be available on a first come first serve basis. The program may be subject to the availability of funds, as determined by the City Commission. All FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations. All grant awards are discretionary and are subject to funding limitations, competing applications and/or competing priorities.

Funding for the program will be available to business and/or building owners that are located within the targeted districts, as shown on Exhibit A. These districts are generally described as property with frontage on the City's Major Corridors, including US 441, US 27, Dixie Avenue, Main Street, and South Street.

## **Options**

1. Approve the FSL ordinance as presented.
2. Such alternative action as the Commission may deem appropriate

## **Fiscal Impact**

Over time, it is expected that the value of each property improved under this grant program will increase, thereby incrementally increasing general fund revenues through higher assessed values. The current budget includes \$57,865 (\$50,000 included in the original budget and \$7,865 that will be rolled over from the prior fiscal year) in the Hwy 441/27 CRA and \$101,754 (\$50,000 included in original budget and \$51,765 that will be rolled over from the prior fiscal year) in the Greater Leesburg CRA.

Submission Date and Time: 12/14/2016 2:05 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&amp;Z Manager</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>MWR</u> Submitted by: _____ City Manager _____	Account No. <u>016-6189-559-821x</u> & <u>018-6191-559--821x</u> Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, DELETING §2.168.1 AND §2.168.2 AND CREATING §7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, ESTABLISHING A FACADE, SIGN AND LANDSCAPE GRANT PROGRAM; EXPRESSING THE PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

**SECTION I.**

§2.168.1 and §2.168.2 are hereby repealed and §7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

**A. PURPOSE, COMPLIANCE AND DISCRETION**

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is designed to encourage private investment in visible exterior property, building and sign improvements, that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. Funds may be appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

**B. ELIGIBILITY REQUIREMENTS**

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.

2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

### **C. ELIGIBLE IMPROVEMENTS**

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following illustrative improvements:
  - a. Replacement of windows and doors;
  - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
  - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
  - d. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
  - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
  - f. Awnings and shutters;
  - g. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
  - h. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

\*NOTE: All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

### **D. NON-ELIGIBLE IMPROVEMENTS**

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

### **E. AVAILABLE FUNDING AND MATCHING REQUIREMENT**

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be



funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

**F. APPLICATION PROCESS AND DEADLINE**

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1<sup>st</sup> of each year. All applications for funding shall be due on November 15<sup>th</sup>, or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:
  - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
    - i. City Hall – 501 West Meadow Street;
    - ii. Planning and Zoning Department - 204 South Fifth Street;
    - iii. The Leesburg Area Chamber of Commerce- 103 South 6<sup>th</sup> Street; and
    - iv. The City of Leesburg website at [www.leesburgflorida.gov](http://www.leesburgflorida.gov).
  - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:
    - i. Completed application;
    - ii. Proof of ownership of the property;
    - iii. Proof of paid property taxes (current and prior years);
    - iv. Copy of occupational license (current)
    - v. Copy of an estimate for the work to be completed
    - vi. Photos of area to be improved
    - vii. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.
  - c. The applicant is responsible for all building and other permits and fees which are associated with the proposed project.
  - d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.
  - e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City

Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
- g. The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply in the next funding cycle. The Commission's decision shall be final.
- h. Please note that applications must be review and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.
- i. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
- j. The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.
- k. Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a "reimbursement package" to the City which includes the following:
  - i. Completed reimbursement form (provided by the City);
  - ii. Copies of applicable invoices or receipts;
  - iii. Proof of payment for improvements; and,
  - iv. Before/After photos of the improvements.
  - v. Other information as needed by staff to ensure that the project was completed per the requirements herein.
- l. Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission.
- m. Acceptable documentation is defined as paid invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor. Extensions shall only be granted by the Commission.

- n. If the project is not completed, is not approved in its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Extensions shall only be granted by the Commission.

#### **G. RECURRING FSL GRANT APPLICATIONS**

1. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

#### **H. FLS GRANT IMPROVEMENT RANKING CRITERIA**

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. **Streetscape Aesthetics and Functionality and Quality of Design** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Point are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. **Conformity to City Regulations and Redevelopment Goals** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. **Removal of Slum and Blight and Positive Impact to Neighborhood** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. **Historic Preservation and Materials** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. **Previous Grant Assistance** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

#### **I. DISCLAIMER:**

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The City of Leesburg, not its affiliates, shall be responsible for planning, design, or construction of improvements to property that is owned by the applicant. No

warranties or guarantees are expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding

## **SECTION II.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

## **SECTION III.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

## **SECTION IV.**

This Ordinance shall become effective upon its passage and adoption according to law.

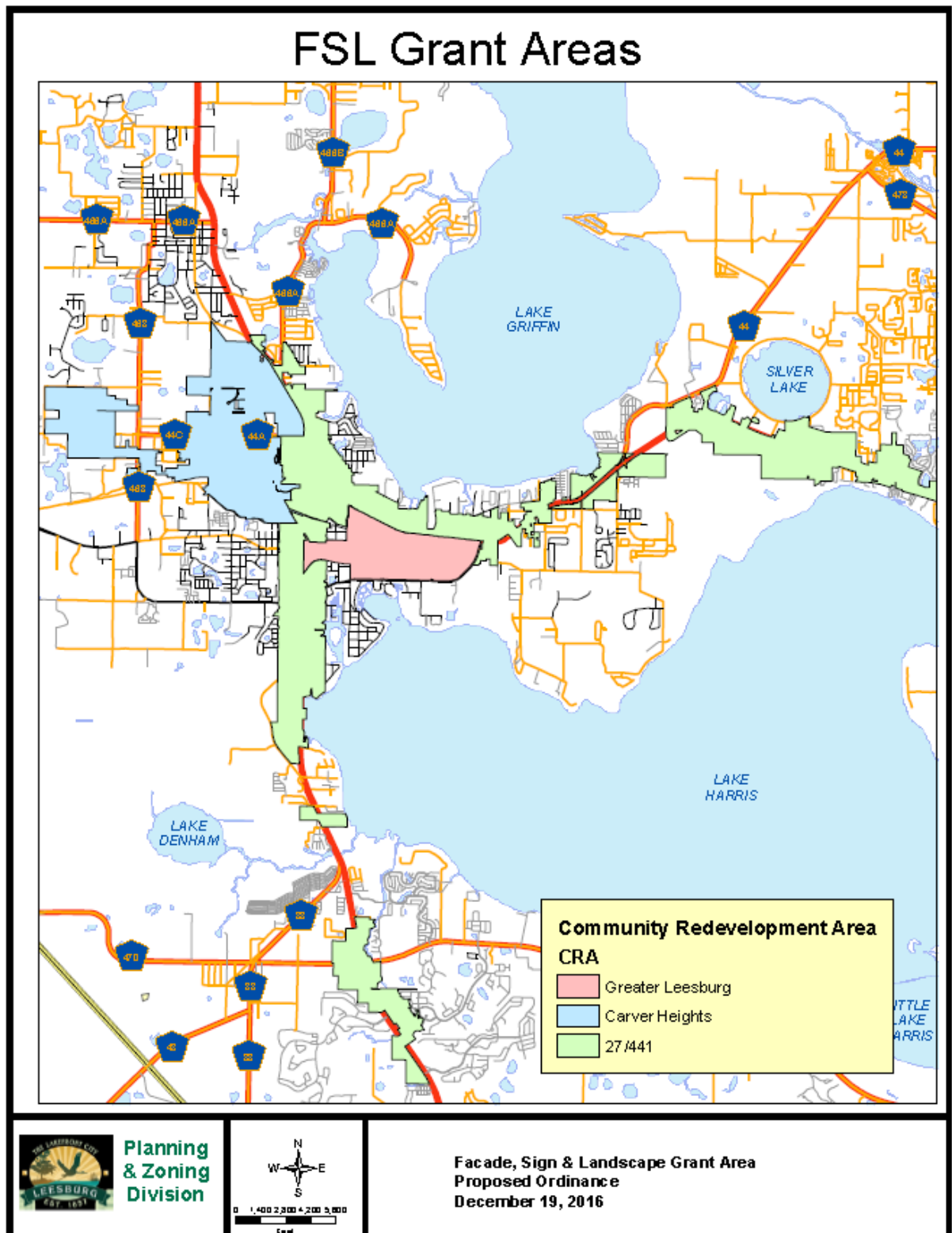
**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Jay Hurley, Mayor

Attest: \_\_\_\_\_  
J. Andi Purvis, City Clerk

Exhibit A







# CITY OF LEESBURG

## 4TH QUARTER UNAUDITED FINANCIALS

2015-16



THE LAKEFRONT CITY



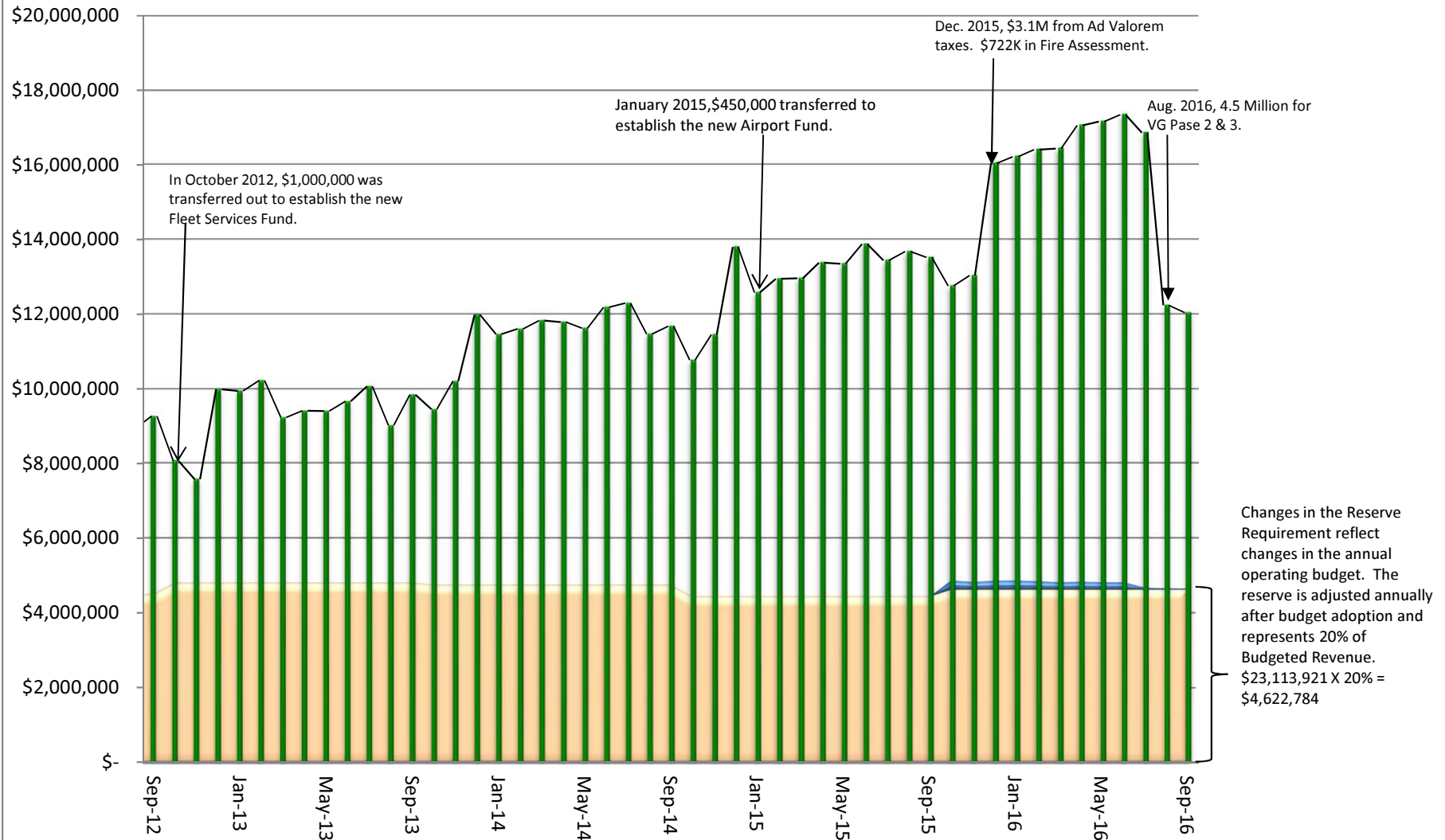
**City of Leesburg General Fund  
Statement of Revenues and Expenditures  
For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Ad Valorem Taxes	\$ 4,444,744	\$ 4,602,802	\$ -	\$ 4,602,802	103.56%	\$ 158,058	\$ 4,488,835
Other Taxes & Franchise Fees	4,206,632	4,566,978	-	4,566,978	108.57%	360,346	4,308,290
Licenses & Permits	369,000	461,874	-	461,874	125.17%	92,874	439,169
Fire Assessment	1,000,000	1,106,437	-	1,106,437	110.64%	106,437	-
Intergovernmental	2,263,849	2,249,997	-	2,249,997	99.39%	(13,852)	2,161,985
Charges for Services	803,151	533,919	-	533,919	66.48%	(269,232)	994,185
Fines & Forfeitures	115,000	100,911	-	100,911	87.75%	(14,089)	109,079
Miscellaneous Revenues	574,642	959,809	-	959,809	167.03%	385,167	665,366
Revenues From Outside Sources	13,777,018	14,582,727	-	14,582,727	105.85%	805,709	13,166,909
 Other Sources							
Transfers	699,577	434,228	-	434,228	62.07%	(265,349)	568,344
Utility Contributions	7,154,965	7,166,965	-	7,166,965	100.17%	12,000	7,751,380
Utility Surcharges	1,533,220	1,860,083	-	1,860,083	121.32%	326,863	1,685,955
Total Other Sources	9,387,762	9,461,276	-	9,461,276	100.78%	73,514	10,005,679
 Total Revenues	23,164,780	24,044,003	-	24,044,003	103.80%	879,223	23,172,588
 <b>Expenditures</b>							
City Commission	152,051	129,101	-	129,101	84.91%	22,950	137,575
Public Outreach	210,444	213,328	12,500	225,828	107.31%	(15,384)	-
City Manager	431,952	443,344	-	443,344	102.64%	(11,392)	457,018
City Clerk	121,181	116,778	-	116,778	96.37%	4,403	211,832
City Attorney	132,000	72,106	-	72,106	54.63%	59,894	80,211
Finance	3,132,117	3,001,216	42,310	3,043,526	97.17%	88,591	2,927,158
Human Resources	477,870	414,172	3,914	418,086	87.49%	59,784	432,335
Information Technology	1,947,008	1,753,020	-	1,753,020	90.04%	193,988	1,743,748
GIS/Engineering	366,788	343,982	-	343,982	93.78%	22,806	355,159
Police	7,847,798	7,241,949	10,218	7,252,167	92.41%	595,631	6,988,147
Fire	4,844,034	4,901,817	-	4,901,817	101.19%	(57,783)	5,021,540
Public Works	3,636,305	3,370,502	48,653	3,419,155	94.03%	217,150	3,364,515
Planning & Zoning	366,841	348,610	774	349,384	95.24%	17,457	249,850
Housing & Economic Development	258,379	222,860	79,743	302,603	117.12%	(44,224)	201,454
Library	1,436,242	1,374,265	-	1,374,265	95.68%	61,977	1,355,180
Recreation	1,658,954	1,571,072	10,301	1,581,373	95.32%	77,581	1,499,151
Operating Expenditures	27,019,964	25,518,122	208,413	25,726,535	95.21%	1,293,429	25,024,873
Other Expenditures & Contributions							
Transfers	6,089,020	5,313,450	-	5,313,450	87.26%	775,570	967,054
Contingencies	120,057	-	-	-	0.00%	120,057	-
Non-Departmental	313,233	18,419	-	18,419	5.88%	294,814	56,146
Reserve for Future Use	12,307	-	-	-	0.00%	12,307	-
Computer Maintenance Contributions	(152,210)	(152,210)	-	(152,210)	100.00%	-	(154,370)
Utility Cost Allocations	(5,149,351)	(4,735,385)	-	(4,735,385)	91.96%	(413,966)	(4,990,183)
Total Other	1,233,056	444,274	-	444,274	36.03%	788,782	(4,121,353)
 Total Expenditures	28,253,020	25,962,396	208,413	26,170,809	92.63%	(2,082,211)	20,903,520
 <b>Excess (Deficiency) of Revenue Over (Under) Expenditures</b>	<b>\$ (5,088,240)</b>	<b>\$ (1,918,393)</b>	<b>\$ (208,413)</b>	<b>\$ (2,126,806)</b>	<b>41.80%</b>	<b>\$ 2,961,434</b>	<b>\$ 2,269,068</b>

Except as otherwise noted, with the implementation of zero based budgeting, there appears to be a correlation between December cash balances and fiscal year ending cash balances at September 30th

## General Fund Cash and Reserve Requirement

Encumb.  
Reserve Requirement  
Cash

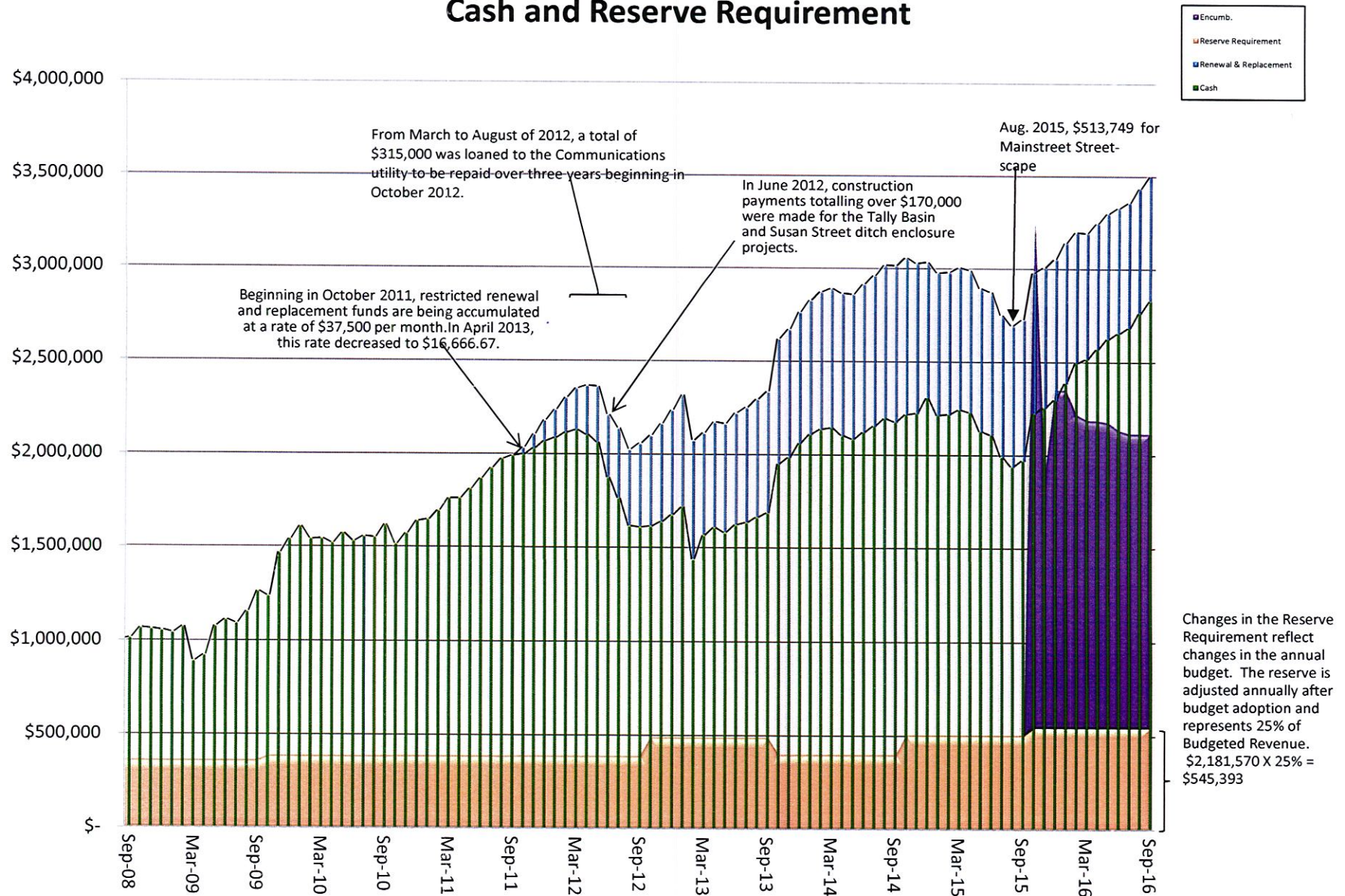




**City of Leesburg Stormwater Systems**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Charges For Services	\$ 1,450,689	\$ 1,464,206	\$ -	\$ 1,464,206	100.93%	\$ 13,517	\$ 1,443,217
Other Operating Revenue	<u>12,927</u>	<u>15,553</u>	<u>-</u>	<u>15,553</u>	<u>120.31%</u>	<u>2,626</u>	<u>13,080</u>
Total Operating Revenues	1,463,616	1,479,759	-	1,479,759	101.10%	16,143	1,456,297
<b>Expenses</b>							
Stormwater	590,528	527,523	21,467	548,990	92.97%	41,538	522,586
Cost Alloc/ City Commission	2,068	1,754	-	1,754	84.82%	314	1,816
Cost Alloc/ City Manager	9,208	7,792	-	7,792	84.62%	1,416	7,843
Cost Alloc/ City Clerk	2,451	2,364	-	2,364	96.45%	87	4,194
Cost Alloc/ City Attorney	1,320	721	-	721	54.62%	599	802
Cost Alloc/ Accounting	17,022	17,218	-	17,218	101.15%	(196)	15,775
Cost Alloc/ Customer Service	41,964	39,620	-	39,620	94.41%	2,344	37,966
Cost Alloc/ Purchasing	7,331	6,935	-	6,935	94.60%	396	6,816
Cost Alloc/ Warehouse	973	904	-	904	92.91%	69	465
Cost Alloc/ Human Resources	4,779	4,142	-	4,142	86.67%	637	4,323
Cost Alloc/ IT	38,415	34,192	-	34,192	89.01%	4,223	37,070
Cost Alloc/ GIS	36,679	34,398	-	34,398	93.78%	2,281	35,516
Cost Alloc/ Engineering	-	-	-	-	0.00%	-	7,974
Cost Alloc/ Facilities	2,551	2,338	-	2,338	91.65%	213	2,595
Uncollectable Accounts	5,000	5,000	-	5,000	100.00%	-	5,000
Depreciation	<u>150,000</u>	<u>186,086</u>	<u>-</u>	<u>186,086</u>	<u>124.06%</u>	<u>(36,086)</u>	<u>134,291</u>
Total Operating Expenses	910,289	870,987	21,467	892,454	98.04%	17,835	825,032
<b>Net Income From Operations</b>	553,327	608,772	(21,467)	587,305	106.14%	33,978	631,265
<b>Non-Operating Revenue (Expense)</b>							
Interest Income	-	62,162	-	62,162	0.00%	62,162	20,027
Other Non-Operating Income	-	1,500	-	1,500	0.00%	1,500	338
Debt Proceeds	-	-	-	-	-	-	-
Debt Service	-	-	-	-	0.00%	-	-
Customer Deposit Interest	-	-	-	-	0.00%	-	-
Other Non-Operating Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>-</u>	<u>-</u>
Total Non-Operating Revenue (Expense)	393,250	63,662	-	63,662	16.19%	(329,588)	20,365
<b>Income Before Operating Transfers</b>	946,577	672,434	(21,467)	650,967	68.77%	(295,610)	651,630
<b>Net Income After Transfers</b>	946,577	672,434	(21,467)	650,967	68.77%	(295,610)	651,630
<b>Other Sources</b>							
Appropriated Retained Earnings	1,475,046	-	-	-	0.00%	(1,475,046)	-
Capital Projects	(2,375,342)	(9,590)	(28,624)	(38,214)	1.61%	2,337,128	-
R & R Reserves	<u>(46,281)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Other Sources	(946,577)	(9,590)	(28,624)	(38,214)	4.04%	908,363	-
<b>Contribution to Fund Balance</b>	\$ <u>-</u>	\$ <u>662,844</u>	\$ <u>(50,091)</u>	\$ <u>612,753</u>	<u>0.00%</u>	\$ <u>612,753</u>	\$ <u>651,630</u>

# Stormwater Fund Cash and Reserve Requirement

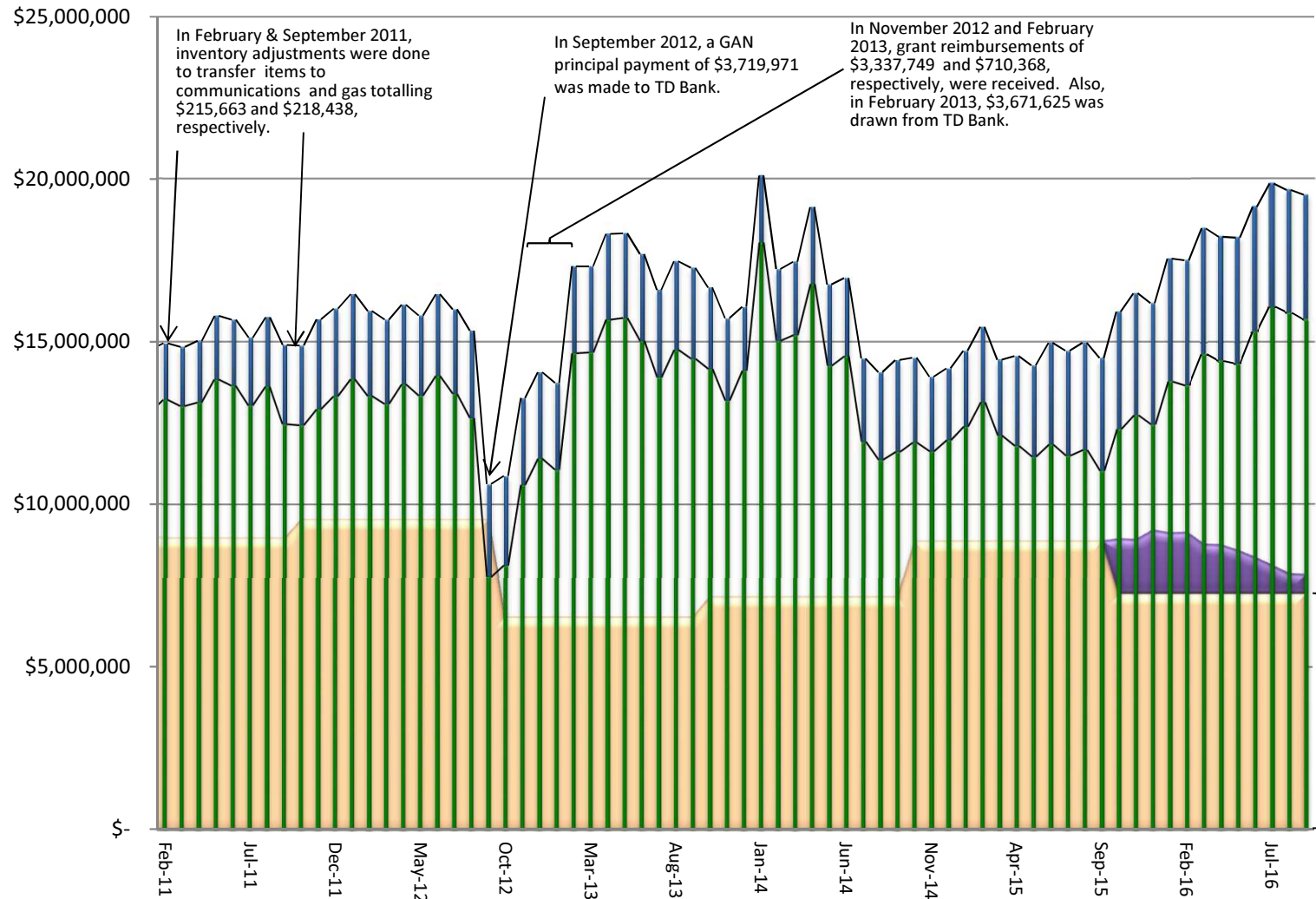


**City of Leesburg Electric Fund**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<u>Revised Budget</u>	<u>2016 Actual</u>	<u>Open Purchase Orders</u>	<u>Actual Including Open Purchase Orders</u>	<u>% of Revised Budget</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Actual Prior Year</u>
<b>Revenue</b>							
Charges For Services	\$ 61,174,466	\$ 58,921,730	\$ -	\$ 58,921,730	96.32%	\$ (2,252,736)	\$ 57,354,514
Other Operating Revenue	<u>864,037</u>	<u>1,138,758</u>	<u>-</u>	<u>1,138,758</u>	<u>131.80%</u>	<u>274,721</u>	<u>1,228,475</u>
Total Operating Revenues	62,038,503	60,060,488	-	60,060,488	96.81%	(1,978,015)	58,582,989
<b>Expenses</b>							
Generation	-	-	-	-	0.00%	-	1,238
St. Lucie	1,170,600	1,239,317	-	1,239,317	105.87%	(68,717)	1,226,784
Purchased Power	37,684,024	35,721,905	-	35,721,905	94.79%	1,962,119	35,341,185
Administration	752,246	612,471	31,042	643,513	85.55%	108,733	2,456,994
Distribution	4,836,719	3,460,058	62,424	3,522,482	72.83%	1,314,237	3,717,562
Smart Grid - Operating	1,615,200	1,429,504	-	1,429,504	88.50%	185,696	1,309,312
Uncollectable Accounts	200,000	200,000	-	200,000	100.00%	-	215,139
City Commission	32,939	26,805	-	26,805	81.38%	6,134	30,258
City Manager	146,703	119,905	-	119,905	81.73%	26,798	130,671
City Clerk	39,052	36,524	-	36,524	93.53%	2,528	69,885
City Attorney	14,520	7,932	-	7,932	54.63%	6,588	8,021
Accounting	271,189	265,258	-	265,258	97.81%	5,931	262,844
Customer Service	668,545	611,920	-	611,920	91.53%	56,625	632,582
Purchasing	92,855	87,841	-	87,841	94.60%	5,014	97,689
Warehouse	88,968	82,712	-	82,712	92.97%	6,256	81,853
Human Resources	52,566	45,559	-	45,559	86.67%	7,007	43,234
IT	667,498	507,497	-	507,497	76.03%	160,001	641,210
Facilities	10,203	9,352	-	9,352	91.66%	851	10,381
Planning & Zoning	53,226	52,291	-	52,291	98.24%	935	37,478
Depreciation	<u>4,000,000</u>	<u>3,947,879</u>	<u>-</u>	<u>3,947,879</u>	<u>98.70%</u>	<u>52,121</u>	<u>3,547,401</u>
Total Operating Expenses	52,397,053	48,464,730	93,466	48,558,196	92.67%	3,838,857	49,861,721
Other Expenditures & Contributions							
Other Current Charges/Taxes	<u>1,788,680</u>	<u>1,715,163</u>	<u>-</u>	<u>1,715,163</u>	<u>95.89%</u>	<u>73,517</u>	<u>-</u>
Total Other	<u>1,788,680</u>	<u>1,715,163</u>	<u>-</u>	<u>1,715,163</u>	<u>95.89%</u>	<u>73,517</u>	<u>-</u>
Total Expenditures	54,185,733	50,179,893	93,466	50,273,359	188.56%	3,912,374	49,861,721
<b>Net Income From Operations</b>	7,852,770	9,880,595	(93,466)	11,502,292	146.47%	3,649,522	8,721,268
<b>Non-Operating Revenue (Expense)</b>							
Interest Income	250,000	1,173,489	-	1,173,489	469.40%	923,489	488,380
Other Non-Operating Income	90,000	7,973,494	-	7,973,494	8859.44%	7,883,494	809,019
Debt Service	(2,549,306)	(2,963,725)	-	(2,963,725)	116.26%	(414,419)	(1,950,692)
Customer Deposit Interest	(10,000)	(21,238)	-	(21,238)	212.38%	(11,238)	(8,806)
Other Non-Operating Expense	<u>(3,244,000)</u>	<u>(228,880)</u>	<u>-</u>	<u>(228,880)</u>	<u>7.06%</u>	<u>3,015,120</u>	<u>(52,564)</u>
Total Non-Operating Revenue (Expense)	(5,463,306)	5,933,140	-	5,933,140	-108.60%	11,396,446	(714,663)
<b>Income Before Operating Transfers</b>	2,389,464	15,813,735	(93,466)	17,435,432	729.68%	15,045,968	8,006,605
<b>Interfund Transfers</b>							
Transfers from Other Funds							
Transfers to Other Funds	-	-	-	-			-
General Fund	(4,543,131)	(4,558,075)	-	(4,558,075)	100.33%	(14,944)	(5,212,257)
Capital Projects Fund	-	-	-	-	0.00%	-	-
Surcharges to General Fund	<u>(1,113,791)</u>	<u>(1,422,105)</u>	<u>-</u>	<u>(1,422,105)</u>	<u>127.68%</u>	<u>(308,314)</u>	<u>(1,265,937)</u>
Total Transfers	(5,656,922)	(5,980,180)	-	(5,980,180)	105.71%	(323,258)	(6,478,194)
<b>Net Income After Transfers</b>	(3,267,458)	9,833,555	(93,466)	11,455,252	-350.59%	14,722,710	1,528,411
<b>Other Sources</b>							
Capital Contributions	4,914,129	429,098	-	429,098	8.73%	(4,485,031)	202,205
Appropriated Retained Earnings	3,599,508	-	-	-	0.00%	(3,599,508)	-
Fund Balance-Rollovers	3,402,706	-	-	-	0.00%	(3,402,706)	-
R & R Reserve	(90,000)	-	-	-	0.00%	90,000	-
Capital Projects	<u>(8,558,885)</u>	<u>10</u>	<u>(50,589)</u>	<u>(50,579)</u>	<u>0.59%</u>	<u>8,508,306</u>	<u>(804)</u>
Net Other Sources	3,267,458	429,108	(50,589)	378,519	11.58%	(2,888,939)	201,401
<b>Contribution to Fund Balance</b>	\$ -	\$ 10,262,663	\$ (144,055)	\$ 11,833,771	0.00%	\$ 11,833,771	\$ 1,729,812

# Electric Fund Cash and Reserve Requirement

Encumb.  
Reserve Requirement  
Renewal & Replacement  
Cash



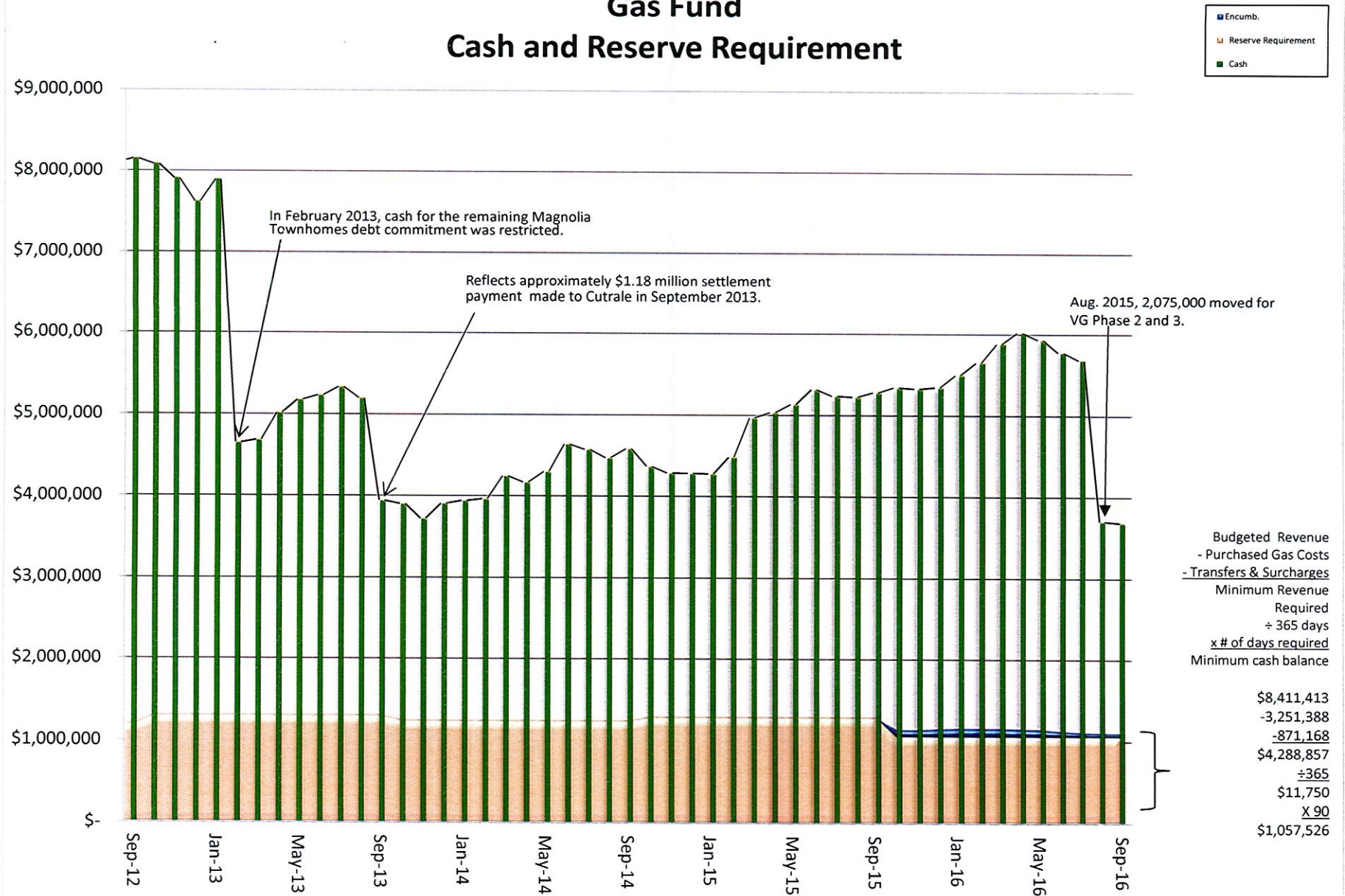
Budgeted Revenue	\$66,014,003
- Purchased Power Costs	-37,141,242
- Transfers & Surcharges	-5,656,922
Minimum Revenue Required	\$22,045,239
÷ 365 days	÷365
x # of days required	\$60,398
Minimum cash balance	X 120
	\$7,247,750

**City of Leesburg Gas Systems**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Charges For Services	\$ 6,997,715	\$ 5,996,747	\$ -	\$ 5,996,747	85.70%	\$ (1,000,968)	\$ 6,702,157
Other Operating Revenue	135,000	130,125	-	130,125	96.39%	(4,875)	130,150
Total Operating Revenues	7,132,715	6,126,872	-	6,126,872	85.90%	(1,005,843)	6,832,307
<b>Expenses</b>							
Purchased Gas	2,383,331	1,639,386	-	1,639,386	68.79%	743,945	2,208,520
Administration	553,940	476,058	-	476,058	85.94%	77,882	650,060
Distribution	955,779	973,220	-	973,220	101.82%	(17,441)	993,288
Uncollectable Accounts	15,000	15,000	-	15,000	100.00%	-	19,962
Cost Alloc/ City Commission	8,243	6,258	-	6,258	75.92%	1,985	5,771
Cost Alloc/ City Manager	36,712	28,792	-	28,792	78.43%	7,920	24,923
Cost Alloc/ City Clerk	9,772	8,617	-	8,617	88.18%	1,155	13,329
Cost Alloc/ City Attorney	7,334	3,956	-	3,956	53.94%	3,378	4,011
Cost Alloc/ Accounting	67,863	64,039	-	64,039	94.37%	3,824	50,133
Cost Alloc/ Customer Service	167,299	144,593	-	144,593	86.43%	22,706	120,654
Cost Alloc/ Purchasing	4,079	3,537	-	3,537	86.71%	542	-
Cost Alloc/ Warehouse	13,593	12,289	-	12,289	90.41%	1,304	8,346
Cost Alloc/ Human Resources	26,553	22,689	-	22,689	85.45%	3,864	21,617
Cost Alloc/ IT	153,150	116,586	-	116,586	76.13%	36,564	121,484
Cost Alloc/ GIS	73,358	68,796	-	68,796	93.78%	4,562	71,032
Cost Alloc/ Engineering	-	-	-	-	0.00%	-	15,949
Cost Alloc/ Facilities	11,622	10,560	-	10,560	90.86%	1,062	10,381
Cost Alloc/ Planning & Zoning	35,484	34,861	-	34,861	98.24%	623	24,985
Depreciation	382,000	435,127	-	435,127	113.91%	(53,127)	397,578
Total Operating Expenses	4,905,112	4,064,364	-	4,064,364	82.86%	840,748	4,762,023
Other Expenditures & Contributions							
Total Other	209,674	194,503	-	194,503	92.76%	15,171	-
Total Expenditures	5,114,786	4,258,867	-	4,258,867	83.27%	855,919	-
Net Income From Operations	2,017,929	1,868,005	-	1,868,005	92.57%	(149,924)	2,070,284
<b>Non-Operating Revenue (Expense)</b>							
Interest Income	30,000	176,057	-	176,057	586.86%	146,057	61,709
Other Non-Operating Income	5,000	10,102	-	10,102	202.04%	5,102	(65,296)
Debt Service	(389,150)	(347,764)	-	(347,764)	89.37%	41,386	(231,743)
Customer Deposit Interest	-	(1,249)	-	(1,249)	0.00%	(1,249)	(573)
Total Non-Operating Revenue (Expense)	(354,150)	(162,854)	-	(162,854)	45.98%	191,296	(235,903)
Income Before Operating Transfers	1,663,779	1,705,151	-	1,705,151	102.49%	41,372	1,834,381
<b>Interfund Transfers</b>							
Transfers from Other Funds							
Transfers to Other Funds							
General Fund	(739,193)	(739,193)	-	(739,193)	100.00%	-	(732,607)
Surcharges to General Fund	(131,975)	(109,262)	-	(109,262)	82.79%	22,713	(118,205)
Debt Service Fund	(978,450)	(978,450)	-	(978,450)	100.00%	-	(979,560)
Capital Projects Fund	(2,696,278)	(2,446,617)	-	(2,446,617)	90.74%	249,661	-
Total Transfers	(4,545,896)	(4,273,522)	-	(4,273,522)	94.01%	272,374	(1,830,372)
<b>Net Income After Transfers</b>	(2,882,117)	(2,568,371)	-	(2,568,371)	89.11%	313,746	4,009
<b>Other Sources</b>							
Capital & Interfund Contributions	341,113	-	-	-	0.00%	(341,113)	-
Appropriated Retained Earnings	3,848,758	-	-	-	0.00%	(3,848,758)	-
Reserve for Future Use	(378,606)	-	-	-	0.00%	378,606	-
Capital Projects	(929,148)	-	-	-	0.00%	929,148	-
Net Other Sources	2,882,117	-	-	-	0.00%	(2,882,117)	-
<b>Contribution to Fund Balance</b>	\$ -	\$ (2,568,371)	\$ -	\$ (2,568,371)	0.00%	\$ (2,568,371)	\$ 4,009



# Gas Fund Cash and Reserve Requirement

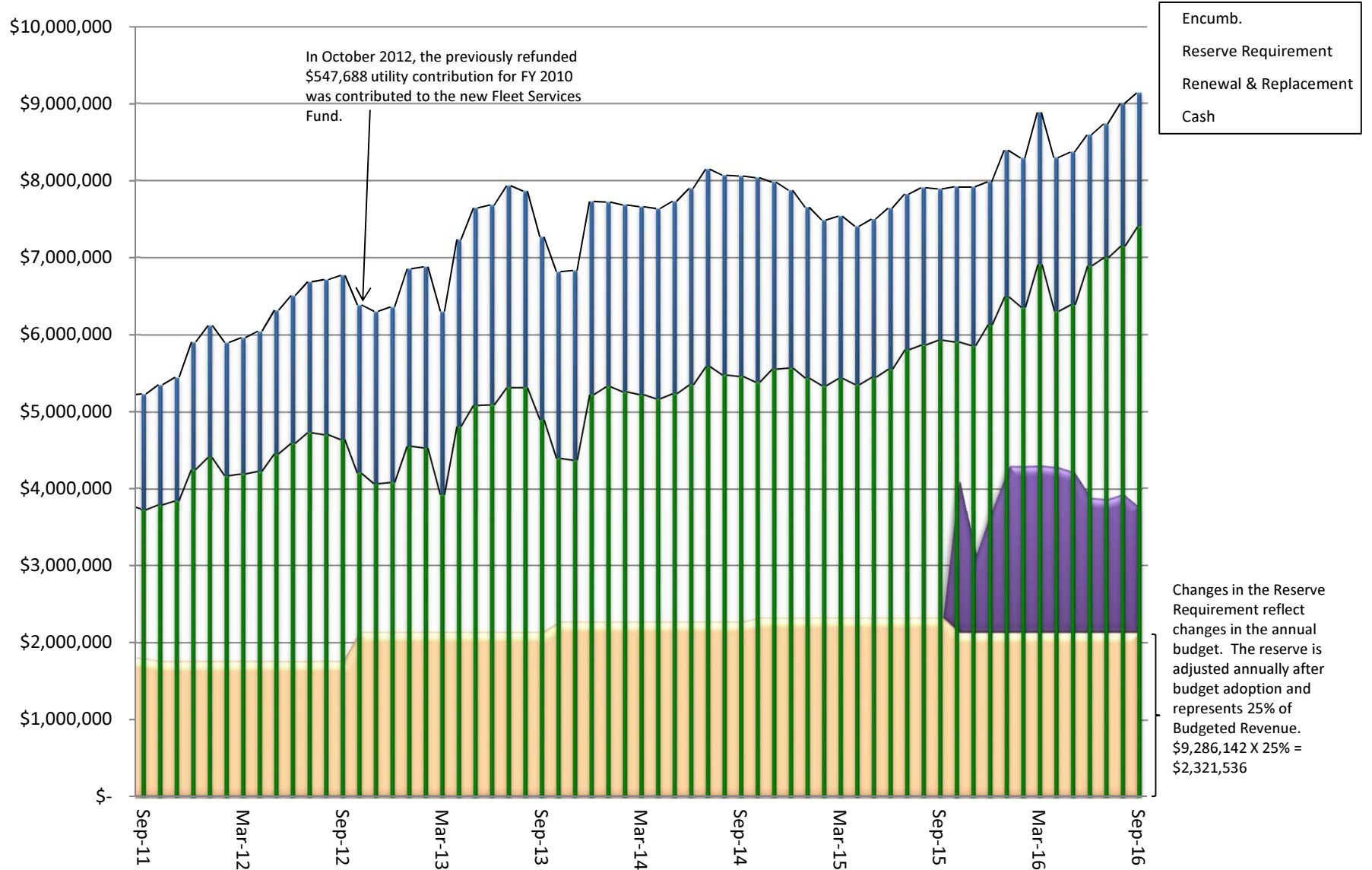


**City of Leesburg Water Utility**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Charges For Services	\$ 6,895,777	\$ 7,591,546	\$ -	\$ 7,591,546	110.09%	\$ 695,769	\$ 6,996,347
Other Operating Revenue	170,223	169,099	-	169,099	99.34%	(1,124)	155,655
Total Operating Revenues	7,066,000	7,760,645	-	7,760,645	109.83%	694,645	7,152,002
<b>Expenses</b>							
Administration	300,121	248,575	-	248,575	82.82%	51,546	299,649
Treatment	1,264,575	1,077,939	41,145	1,119,084	88.49%	145,491	1,136,326
Reuse	349,557	307,053	-	307,053	87.84%	42,504	384,490
Distribution	1,125,113	1,161,368	10,733	1,172,101	104.18%	(46,988)	1,029,761
Uncollectable Accounts	20,000	20,000	-	20,000	100.00%	-	14,962
Customer Accounts	-	-	-	-	0.00%	-	-
Meter Reading	-	-	-	-	0.00%	-	-
Cost Alloc/City Commission	9,981	9,085	-	9,085	91.02%	896	9,448
Cost Alloc/City Manager	44,456	40,932	-	40,932	92.07%	3,524	40,801
Cost Alloc/City Clerk	11,834	12,453	-	12,453	105.23%	(619)	21,821
Cost Alloc/City Attorney	6,600	3,605	-	3,605	54.62%	2,995	4,011
Cost Alloc/Accounting	82,179	89,582	-	89,582	109.01%	(7,403)	82,070
Cost Alloc/Customer Service	202,590	207,827	-	207,827	102.59%	(5,237)	197,516
Cost Alloc/Purchasing	12,218	11,558	-	11,558	94.60%	660	9,087
Cost Alloc/Warehouse	20,112	18,697	-	18,697	92.96%	1,415	18,029
Cost Alloc/Human Resources	23,894	20,709	-	20,709	86.67%	3,185	21,617
Cost Alloc/IT	185,456	176,241	-	176,241	95.03%	9,215	192,857
Cost Alloc/GIS	110,036	103,194	-	103,194	93.78%	6,842	106,548
Cost Alloc/Engineering	-	-	-	-	0.00%	-	23,923
Cost Alloc/Facilities	10,203	9,352	-	9,352	91.66%	851	10,381
Cost Alloc/PW Office	-	-	-	-	0.00%	-	-
Cost Alloc/Planning & Zoning	53,226	52,291	-	52,291	98.24%	935	37,478
Cost Alloc/Economic Development	-	-	-	-	0.00%	-	-
Depreciation	1,220,220	1,271,995	-	1,271,995	104.24%	(51,775)	1,120,103
Total Operating Expenses	5,052,371	4,842,456	51,878	4,894,334	96.87%	158,037	4,760,878
<b>Net Income From Operations</b>	2,013,629	2,918,189	(51,878)	2,866,311	142.35%	852,682	2,391,124
<b>Non-Operating Revenue (Expense)</b>							
Impact Fees	-	224,975	-	224,975	0.00%	224,975	160,709
Interest Income	20,000	199,823	-	199,823	999.12%	179,823	64,686
Other Non-Operating Income	9,996	5,525	-	5,525	55.27%	(4,471)	5,078
Debt Service	(1,724,281)	(1,674,093)	-	(1,674,093)	97.09%	50,188	(1,001,414)
Customer Deposit Interest	-	(2,118)	-	(2,118)	0.00%	(2,118)	(951)
Total Non-Operating Revenue (Expense)	(1,694,285)	(1,245,888)	-	(1,245,888)	73.53%	448,397	(771,892)
<b>Income Before Operating Transfers</b>	319,344	1,672,301	(51,878)	1,620,423	507.42%	1,301,079	1,619,232
<b>Interfund Transfers</b>							
Transfers to Other Funds							
General Fund	(583,478)	(583,478)	-	(583,478)	100.00%	-	(600,722)
Surcharges to General Fund	(287,454)	(328,715)	-	(328,715)	114.35%	(41,261)	(301,812)
Building Fund	-	(3,840)	-	(3,840)	0.00%	(3,840)	(2,460)
Total Transfers	(870,932)	(916,033)	-	(916,033)	105.18%	(45,101)	(904,994)
<b>Net Income After Transfers</b>	(551,588)	756,268	(51,878)	704,390	-127.70%	1,255,978	714,238
<b>Other Sources (Uses)</b>							
Capital Contributions	50,000	88,799	-	88,799	177.60%	38,799	54,855
Appropriated Renewal & Replacement	1,430,373	-	-	-	0.00%	(1,430,373)	-
Appropriated Retained Earnings	4,026,018	-	-	-	0.00%	(4,026,018)	-
R & R Reserve	(397)	-	-	-	0.00%	397	-
Capital Projects	(4,954,406)	-	(73,425)	(73,425)	1.48%	4,880,981	-
Net Other Sources	551,588	88,799	(73,425)	15,374	2.79%	(536,214)	54,855
<b>Contribution to Fund Balance</b>	\$ -	\$ 845,067	\$ (125,303)	\$ 719,764	0.00%	\$ 719,764	\$ 769,093

# Water Fund

## Cash and Reserve Requirement



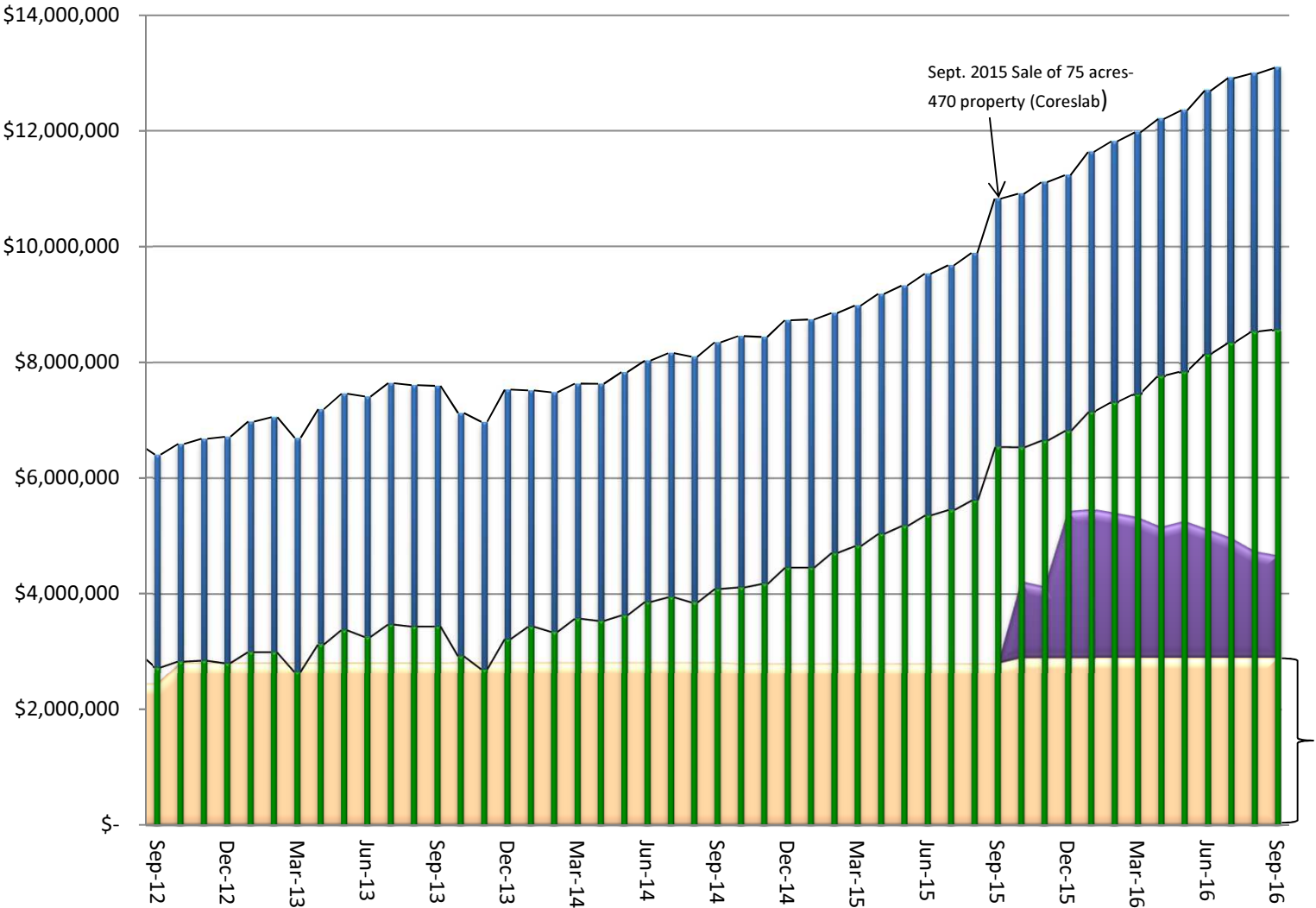


**City of Leesburg Wastewater Utility**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<u>Revised Budget</u>	<u>2016 Actual</u>	<u>Open Purchase Orders</u>	<u>Actual Including Open Purchase Orders</u>	<u>% of Revised Budget</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Actual Prior Year</u>
<b>Revenue</b>							
Charges For Services	\$ 9,872,427	\$ 10,189,086	\$ -	\$ 10,189,086	103.21%	\$ 316,659	\$ 9,796,896
Other Operating Revenue	<u>176,167</u>	<u>215,490</u>	<u>-</u>	<u>215,490</u>	<u>122.32%</u>	<u>39,323</u>	<u>185,739</u>
Total Operating Revenues	10,048,594	10,404,576	-	10,404,576	103.54%	355,982	9,982,635
<b>Expenses</b>							
Administration	343,589	326,550	-	326,550	95.04%	17,039	327,771
Canal Street-Treatment	995,790	778,522	23,137	801,659	80.50%	194,131	1,007,843
Turnpike-Treatment	819,757	776,754	6,930	783,684	95.60%	36,073	663,695
Laboratory	140,154	126,962	-	126,962	90.59%	13,192	135,453
Sprayfield	126,370	106,939	-	106,939	84.62%	19,431	116,594
Collections	928,777	820,748	10,733	831,481	89.52%	97,296	837,575
Lift Stations	1,213,962	1,327,551	28,384	1,355,935	111.70%	(141,973)	1,215,481
Uncollectable Accounts	27,000	27,000	-	27,000	100.00%	-	19,962
Cost Alloc/City Commission	14,195	12,344	-	12,344	86.96%	1,851	12,848
Cost Alloc/City Manager	63,221	54,864	-	54,864	86.78%	8,357	55,484
Cost Alloc/City Clerk	16,829	16,596	-	16,596	98.62%	233	29,674
Cost Alloc/City Attorney	11,880	6,490	-	6,490	54.63%	5,390	6,417
Cost Alloc/Accounting	116,867	120,931	-	120,931	103.48%	(4,064)	111,606
Cost Alloc/Customer Service	288,105	278,456	-	278,456	96.65%	9,649	268,599
Cost Alloc/Purchasing	9,774	9,246	-	9,246	94.60%	528	18,175
Cost Alloc/Warehouse	5,500	5,113	-	5,113	92.96%	387	4,401
Cost Alloc/Human Resources	43,008	37,276	-	37,276	86.67%	5,732	34,587
Cost Alloc/IT	263,738	237,963	-	237,963	90.23%	25,775	262,263
Cost Alloc/GIS	110,036	103,194	-	103,194	93.78%	6,842	106,548
Cost Alloc/Engineering	-	-	-	-	0.00%	-	23,923
Cost Alloc/Facilities	10,203	9,352	-	9,352	91.66%	851	10,381
Cost Alloc/Planning & Zoning	53,226	52,291	-	52,291	98.24%	935	37,478
Depreciation	<u>1,610,000</u>	<u>1,549,334</u>	<u>-</u>	<u>1,549,334</u>	<u>96.23%</u>	<u>60,666</u>	<u>1,473,801</u>
Total Operating Expenses	7,211,981	6,784,476	69,184	6,853,660	95.03%	358,321	6,780,559
<b>Net Income From Operations</b>	2,836,613	3,620,100	(69,184)	3,550,916	125.18%	714,303	3,202,076
<b>Non-Operating Revenue (Expense)</b>							
Impact Fees	-	517,697	-	517,697	0.00%	517,697	386,625
Interest Income	-	279,263	-	279,263	0.00%	279,263	91,117
Other Non-Operating Income	-	(386,363)	-	(386,363)	0.00%	(386,363)	934,627
Debt Service	(1,524,027)	(1,018,955)	-	(1,018,955)	66.86%	505,072	(788,625)
Customer Deposit Interest	<u>-</u>	<u>(20)</u>	<u>-</u>	<u>(20)</u>	<u>0.00%</u>	<u>(20)</u>	<u>(10)</u>
Total Non-Operating Revenue (Expense)	(1,524,027)	(608,378)	-	(608,378)	39.92%	915,649	623,734
<b>Income Before Operating Transfers</b>	1,312,586	3,011,722	(69,184)	2,942,538	224.18%	1,629,952	3,825,810
<b>Interfund Transfers</b>							
Transfers from Other Funds							
Transfers to Other Funds							
General Fund	(839,315)	(839,315)	-	(839,315)	100.00%	-	(810,612)
Building Fund	<u>-</u>	<u>(3,800)</u>	<u>-</u>	<u>(3,800)</u>	<u>0.00%</u>	<u>(3,800)</u>	<u>(2,460)</u>
Total Transfers	(839,315)	(843,115)	-	(843,115)	100.45%	(3,800)	(813,072)
<b>Net Income After Transfers</b>	473,271	2,168,607	(69,184)	2,099,423	443.60%	1,626,152	3,012,738
<b>Other Sources (Uses)</b>							
Appropriated Renewal & Replacement	2,009,550	-	-	-	0.00%	(2,009,550)	-
Capital Projects	(2,836,419)	12,147	(792,754)	(780,607)	27.52%	2,055,812	-
R&R Reserve	(24,740)	-	-	-	0.00%	24,740	-
Reserve Future Capital	<u>(598,531)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>598,531</u>	<u>-</u>
Net Other Sources	(473,271)	12,147	(792,754)	(780,607)	164.94%	(307,336)	-
<b>Contribution to Fund Balance</b>	\$ <u>-</u>	\$ <u>2,180,754</u>	\$ <u>(861,938)</u>	\$ <u>1,318,816</u>	<u>0.00%</u>	\$ <u>1,318,816</u>	\$ <u>3,012,738</u>

# Wastewater Fund Cash and Reserve Requirement

- Encumb.
- Reserve Requirement
- Renewal & Replacement
- Cash



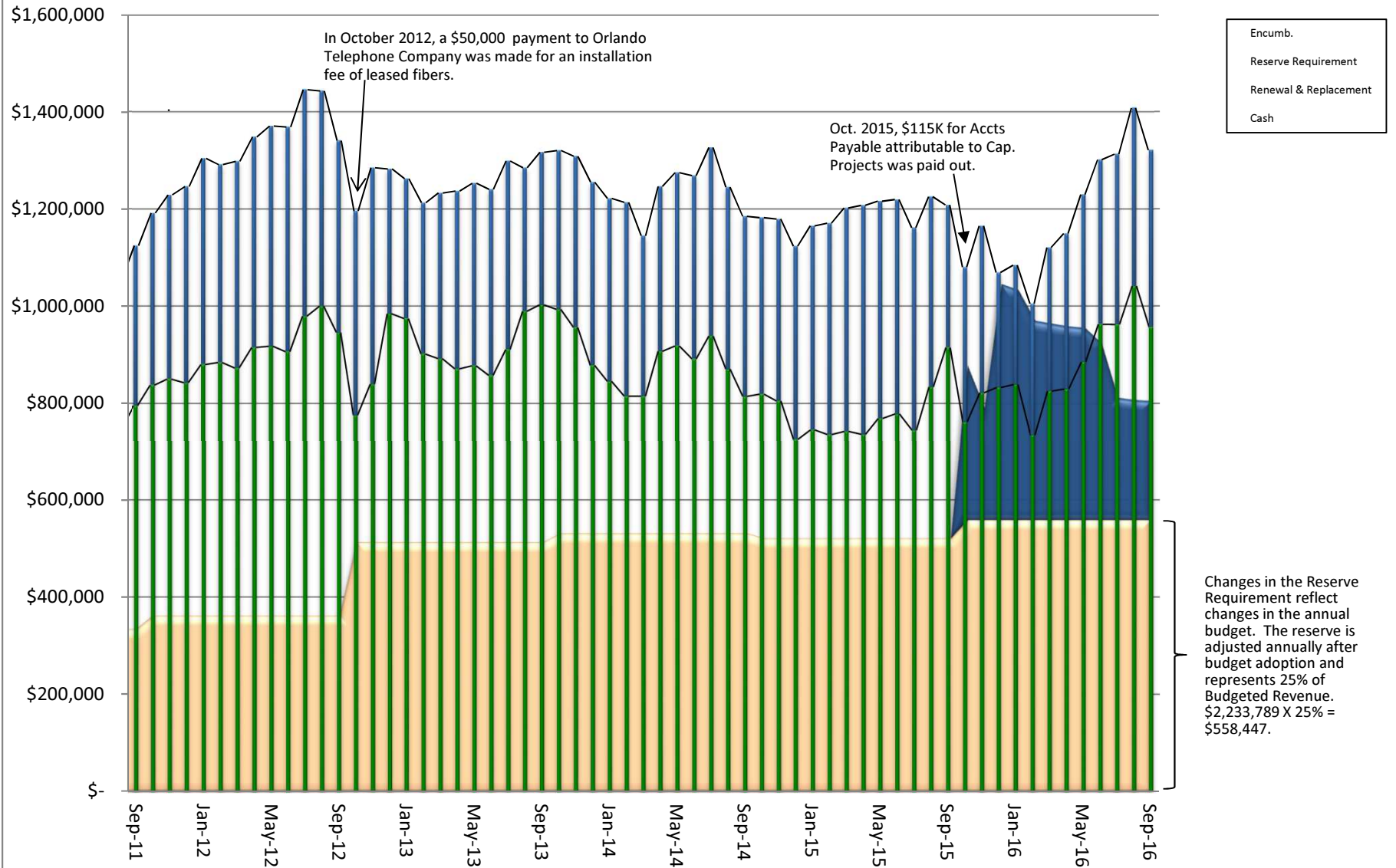
Sept. 2015 Sale of 75 acres-  
470 property (Coreslab)

Changes in the Reserve Requirement reflect changes in the annual budget. The reserve is adjusted annually after budget adoption and represents 25% of Budgeted Revenue.  $\$11,573,594 \times 25\% = \$2,893,399$

**City of Leesburg Communication Systems**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Charges For Services	\$ 1,951,278	\$ 1,875,972	\$ -	\$ 1,875,972	96.14%	\$ (75,306)	\$ 1,640,778
Other Operating Revenue	-	7,761	-	7,761	0.00%	7,761	6,964
Other Non-Operating Income	<u>147,011</u>	<u>152,941</u>	<u>-</u>	<u>152,941</u>	<u>104.03%</u>	<u>5,930</u>	<u>157,743</u>
Total Operating Revenues	2,098,289	2,036,674	-	2,036,674	97.06%	(61,615)	1,805,485
<b>Expenses</b>							
Communications	738,048	751,142	-	751,142	101.77%	(13,094)	663,644
Internet Service Provider	325,847	299,568	9,177	308,745	94.75%	17,102	286,395
Uncollectable Accounts	7,500	7,500	-	7,500	100.00%	-	7,500
Other Fees	54,627	59,423	-	59,423	108.78%	(4,796)	-
City Commission	1,222	1,258	-	1,258	102.95%	(36)	2,177
City Manager	5,446	4,583	-	4,583	84.15%	863	9,399
City Clerk	1,448	1,470	-	1,470	101.52%	(22)	5,027
City Attorney	586	370	-	370	63.14%	216	802
Accounting	10,067	11,084	-	11,084	110.10%	(1,017)	18,907
Customer Service	24,816	24,990	-	24,990	100.70%	(174)	45,503
Purchasing	3,252	3,397	-	3,397	104.46%	(145)	4,544
Warehouse	2,192	2,386	-	2,386	108.85%	(194)	9,421
Human Resources	2,120	2,161	-	2,161	101.93%	(41)	4,323
IT	25,718	27,380	-	27,380	106.46%	(1,662)	44,429
GIS	-	-	-	-	0.00%	-	-
Engineering	-	-	-	-	0.00%	-	-
Facilities	1,132	1,130	-	1,130	99.82%	2	2,595
Depreciation	<u>340,000</u>	<u>319,355</u>	<u>-</u>	<u>319,355</u>	<u>93.93%</u>	<u>20,645</u>	<u>306,306</u>
Total Operating Expenses	1,544,021	1,517,197	9,177	1,526,374	98.86%	17,647	1,410,972
<b>Net Income From Operations</b>	554,268	519,477	(9,177)	510,300	92.07%	(43,968)	394,513
<b>Non-Operating Revenue (Expense)</b>							
Grants	-	-	-	-	0.00%	-	-
Interest Income	-	23,786	-	23,786	0.00%	23,786	8,588
Debt Proceeds	-	-	-	-	0.00%	-	-
Debt Service	(124,447)	(19,085)	-	(19,085)	15.34%	105,362	(25,766)
Customer Deposit Interest	-	(14)	-	(14)	0.00%	(14)	(7)
Other Non-Operating Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>-</u>	<u>-</u>
Total Non-Operating Revenue (Expense)	(124,447)	4,687	-	4,687	-3.77%	129,134	(17,185)
<b>Income Before Operating Transfers</b>	429,821	524,164	(9,177)	514,987	119.81%	85,166	377,328
<b>Interfund Transfers</b>							
Transfers from Other Funds							
Stormwater Fund	-	-	-	-	0.00%	-	-
Transfer to CWIP	-	-	-	-	0.00%	-	-
Electric Fund	-	-	-	-	0.00%	-	-
Transfers to Other Funds							
General Fund	(100,000)	(100,000)	-	(100,000)	100.00%	-	(50,000)
Surcharges to General Fund	-	-	-	-	0.00%	-	-
Risk Management Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>-</u>	<u>-</u>
Total Transfers	(100,000)	(100,000)	-	(100,000)	100.00%	-	(50,000)
<b>Net Income After Transfers</b>	329,821	424,164	(9,177)	414,987	125.82%	85,166	327,328
<b>Other Sources</b>							
Appropriated Retained Earnings	399,009	-	-	-	0.00%	(399,009)	-
Capital Projects	<u>(639,258)</u>	<u>-</u>	<u>(8,617)</u>	<u>(8,617)</u>	<u>1.35%</u>	<u>630,641</u>	<u>-</u>
Net Other Sources	(240,249)	-	(8,617)	(8,617)	3.59%	231,632	-
<b>Contribution to Fund Balance</b>	<u>\$ 89,572</u>	<u>\$ 424,164</u>	<u>\$ (17,794)</u>	<u>\$ 406,370</u>	<u>453.68%</u>	<u>\$ 316,798</u>	<u>\$ 327,328</u>

## Communications Fund Cash and Reserve Requirement

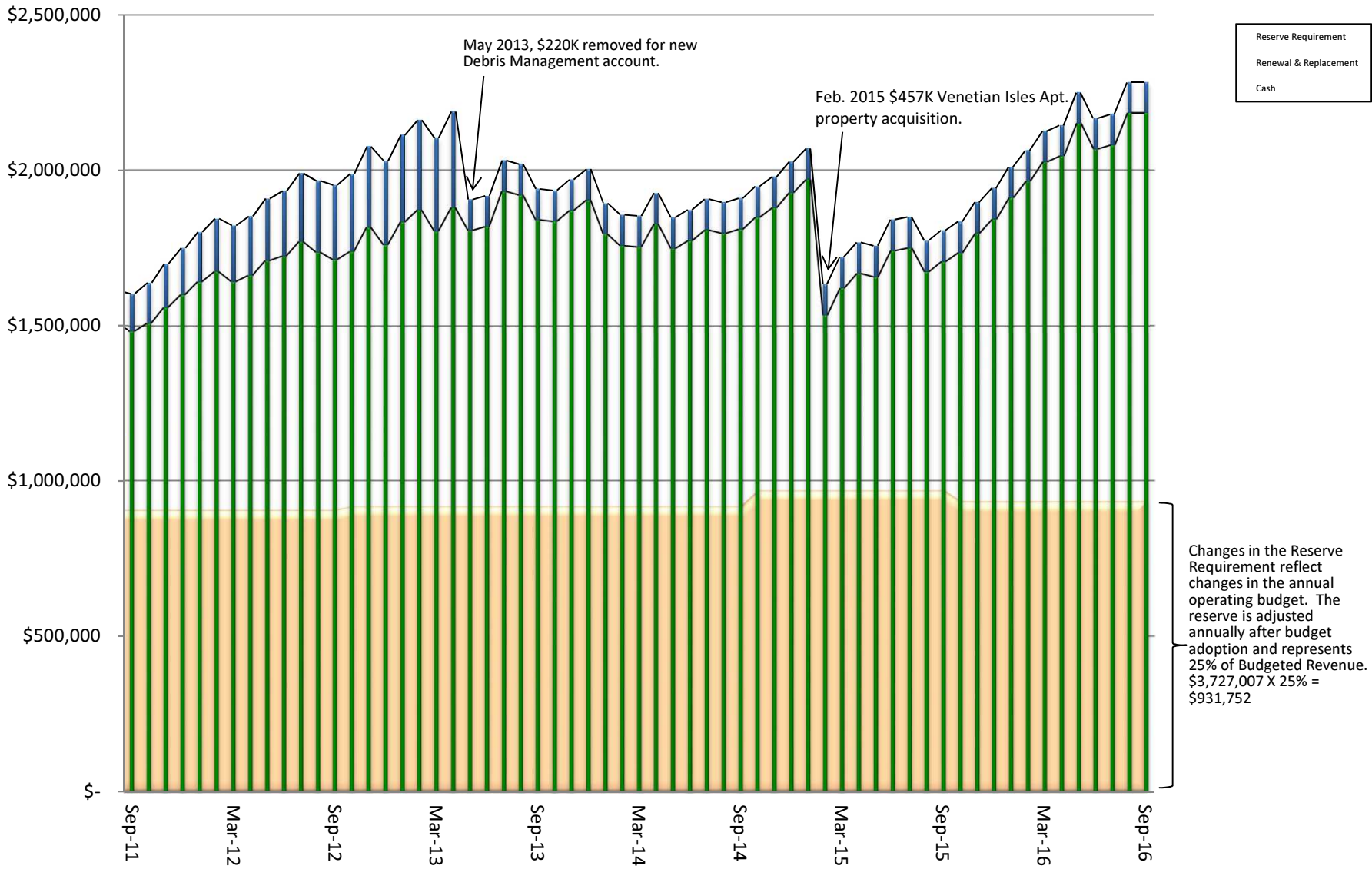


**City of Leesburg Solid Waste Fund**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Charges For Services	\$ 3,686,428	\$ 3,878,768	\$ -	\$ 3,878,768	105.22%	\$ 192,340	\$ 3,700,196
Other Operating Revenue	<u>34,432</u>	<u>46,152</u>	<u>-</u>	<u>46,152</u>	<u>134.04%</u>	<u>11,720</u>	<u>38,312</u>
Total Operating Revenues	3,720,860	3,924,920	-	3,924,920	105.48%	204,060	3,738,508
<b>Expenses</b>							
Long-Term Care	30,783	-	-	-	0.00%	30,783	-
Residential	1,250,465	1,177,841	-	1,177,841	94.19%	72,624	1,199,307
Commercial	1,179,425	1,185,857	-	1,185,857	100.55%	(6,432)	1,123,142
Uncollectable Accounts	15,000	15,000	-	15,000	100.00%	-	15,000
Cost Alloc/City Commission	5,256	4,641	-	4,641	88.30%	615	4,529
Cost Alloc/City Manager	23,410	20,585	-	20,585	87.93%	2,825	19,560
Cost Alloc/City Clerk	6,232	6,251	-	6,251	100.30%	(19)	10,461
Cost Alloc/City Attorney	5,280	2,884	-	2,884	54.62%	2,396	3,208
Cost Alloc/Accounting	43,274	45,585	-	45,585	105.34%	(2,311)	39,346
Cost Alloc/Customer Service	106,681	104,727	-	104,727	98.17%	1,954	94,692
Cost Alloc/Purchasing	2,444	2,312	-	2,312	94.60%	132	2,272
Cost Alloc/Warehouse	1,562	1,452	-	1,452	92.96%	110	1,544
Cost Alloc/Human Resources	19,115	16,567	-	16,567	86.67%	2,548	17,293
Cost Alloc/IT	97,659	90,287	-	90,287	92.45%	7,372	92,459
Cost Alloc/Facilities	5,101	4,676	-	4,676	91.67%	425	5,191
Cost Alloc/PW Office	36,764	29,393	-	29,393	79.95%	7,371	13,664
Depreciation	<u>22,000</u>	<u>22,730</u>	<u>-</u>	<u>22,730</u>	<u>103.32%</u>	<u>(730)</u>	<u>-</u>
Total Operating Expenses	2,850,451	2,730,788	-	2,730,788	95.80%	119,663	2,641,668
<b>Net Income From Operations</b>	870,409	1,194,132	-	1,194,132	137.19%	323,723	1,096,840
<b>Non-Operating Revenue (Expense)</b>							
Interest Income	-	52,564	-	52,564	0.00%	52,564	16,364
Other Non-Operating Income	6,147	1,606	-	1,606	26.13%	(4,541)	5,657
Customer Deposit Interest	<u>-</u>	<u>(22)</u>	<u>-</u>	<u>(22)</u>	<u>0.00%</u>	<u>(22)</u>	<u>-</u>
Total Non-Operating Revenue (Expense)	6,147	54,148	-	54,148	880.88%	48,001	22,021
<b>Income Before Operating Transfers</b>	876,556	1,248,280	-	1,248,280	142.41%	371,724	1,118,861
<b>Interfund Transfers</b>							
Transfers to Other Funds							
General Fund	(361,848)	(361,848)	-	(361,848)	100.00%	-	(373,782)
General Fund Fixed Asset	-	-	-	-	0.00%	-	-
Surcharges to General Fund	-	-	-	-	0.00%	-	-
Risk Management Fund	-	-	-	-	0.00%	-	-
Transfer to Capital Projects	<u>(551,635)</u>	<u>(178,026)</u>	<u>-</u>	<u>(178,026)</u>	<u>32.27%</u>	<u>373,609</u>	<u>(600,799)</u>
Total Transfers	(913,483)	(539,874)	-	(539,874)	59.10%	373,609	(974,581)
<b>Net Income After Transfers</b>	(36,927)	708,406	-	708,406	-1918.40%	745,333	144,280
<b>Other Sources (Uses)</b>							
Capital Contributions	-	-	-	-	0.00%	-	-
Appropriated Retained Earnings	<u>194,101</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>(194,101)</u>	<u>-</u>
Net Other Sources	194,101	-	-	-	0.00%	(194,101)	-
<b>Contribution to Fund Balance</b>	<u>\$ 157,174</u>	<u>\$ 708,406</u>	<u>\$ -</u>	<u>\$ 708,406</u>	<u>450.71%</u>	<u>\$ 551,232</u>	<u>\$ 144,280</u>

# Solid Waste Fund

## Cash and Reserve Requirement

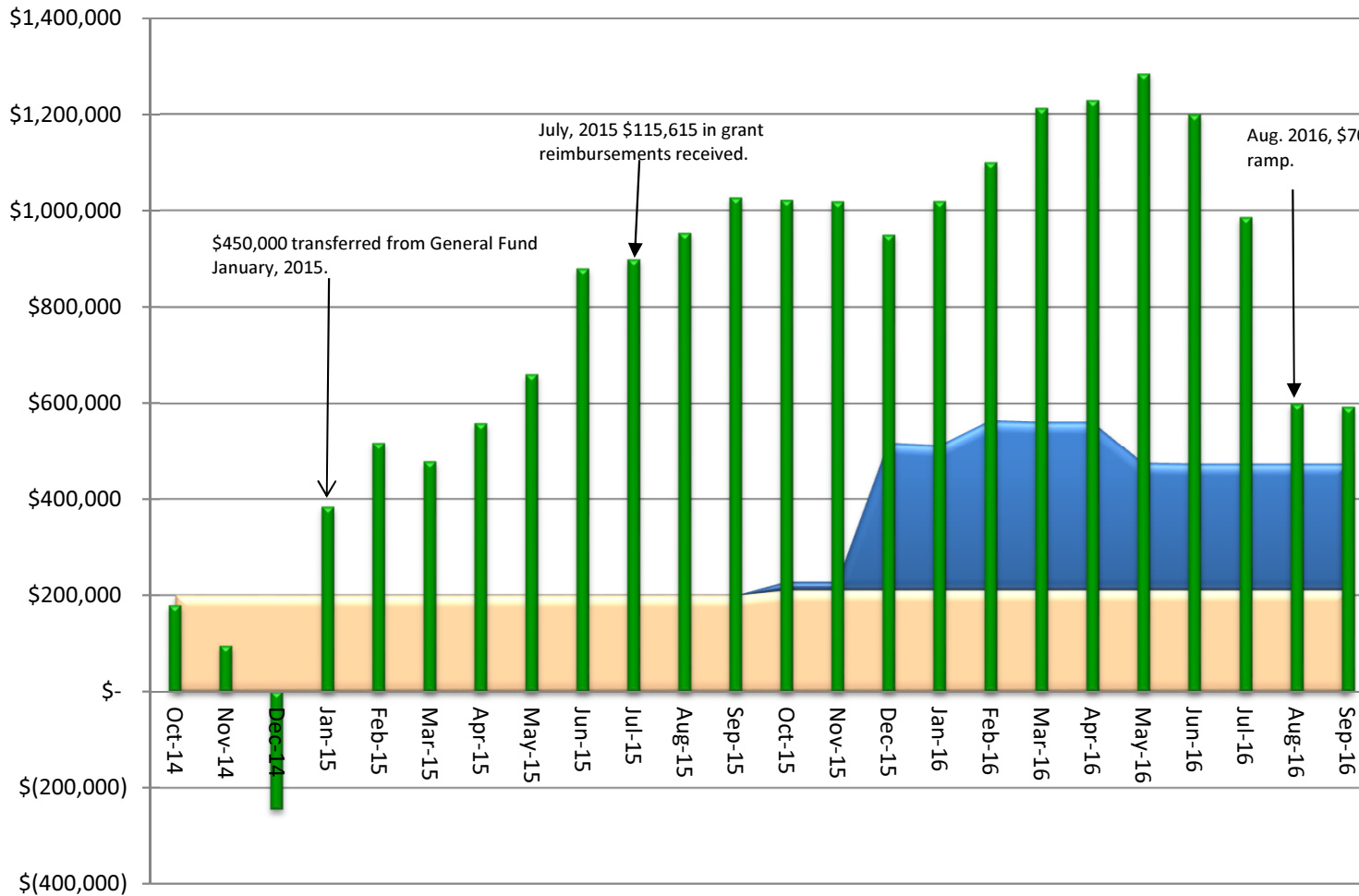


**City of Leesburg Airport Fund**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Licenses & Permits	\$ 7,300	\$ 7,785	\$ -	\$ 7,785	106.64%	\$ 485	\$ 8,744
Charges for Services	160,000	138,874	-	138,874	86.80%	(21,126)	151,413
Rents&Royalties	886,784	959,441	-	959,441	108.19%	72,657	919,617
Revenues from Outside Sources	1,054,084	1,106,100	-	1,106,100	104.93%	52,016	1,079,774
Other Sources							
Fund Balance Appropriated	-	-	-	-	0.00%	-	-
Total Other Sources	-	-	-	-	0.00%	-	-
<b>Total Revenues</b>	<b>1,054,084</b>	<b>1,106,100</b>	<b>-</b>	<b>1,106,100</b>	<b>105%</b>	<b>52,016</b>	<b>1,079,774</b>
<b>Expenditures</b>							
Airport Maintenance	643,280	544,948	-	544,948	84.71%	98,332	565,396
City Commission	1,253	1,140	-	1,140	90.98%	113	1,065
City Manager	5,579	5,040	-	5,040	90.34%	539	4,599
City Clerk	1,485	1,532	-	1,532	103.16%	(47)	2,460
Accounting	10,313	11,158	-	11,158	108.19%	(845)	9,251
IT	23,275	22,309	-	22,309	95.85%	966	21,740
Facilities	2,551	2,338	-	2,338	91.65%	213	2,595
Depreciation	-	1,381,986	-	-	0.00%	-	1,259,687
Total Operating Expenses	687,736	1,970,451	-	588,465	85.57%	99,271	1,866,793
<b>Net Income From Operations</b>	<b>366,348</b>	<b>(864,351)</b>	<b>-</b>	<b>517,635</b>	<b>1.41</b>	<b>151,287</b>	<b>(787,019)</b>
<b>Non-Operating Revenue(Expense)</b>							
Grants	2,142,625	569,050	-	569,050	0.27	1,573,575	599,694
Interest Income	-	21,515	-	21,515	0.00%	(21,515)	4,023
Other Non-Operating Income	-	387	-	387	0.00%	(387)	2,043,068
Total Non-Operating Income	2,142,625	590,952	-	590,952	28%	1,551,673	2,646,785
<b>Income Before Transfers</b>	<b>2,508,973</b>	<b>(273,399)</b>	<b>-</b>	<b>1,108,587</b>	<b>44%</b>	<b>1,400,386</b>	<b>1,859,766</b>
<b>Transfers from Other Funds</b>							
General Fund	-	-	-	-	0.00%	-	450,000
Special Items	-	-	-	-	0.00%	-	23,711,845
Total Transfers	-	-	-	-	0.00%	-	24,161,845
<b>Net Income After Transfers</b>	<b>2,508,973</b>	<b>(273,399)</b>	<b>-</b>	<b>1,108,587</b>	<b>44%</b>	<b>(1,400,386)</b>	<b>26,021,611</b>
<b>Other Sources</b>							
Reserve for Future Use	-	-	-	-	0.00%	-	450,000
Capital Projects	-	-	-	-	0.00%	-	23,711,845
Net Other Sources	-	-	-	-	0.00%	-	24,161,845
<b>Contribution to Fund Balance</b>	<b>\$ 2,508,973</b>	<b>\$ (273,399)</b>	<b>\$ -</b>	<b>\$ 1,108,587</b>	<b>44%</b>	<b>\$ 1,400,386</b>	<b>\$ 50,183,456</b>

# Airport Fund Cash and Reserve Requirement

Encumb  
Reserve Requirement  
Cash



Budgeted Rev.  
-Intragov Rev.  
Revenue Required  
x 20%  
Minimum Cash Balance  
\$1,446,084  
\$(392,000)  
\$1,054,084 x 20%  
\$210,817 (reserve  
requirement)

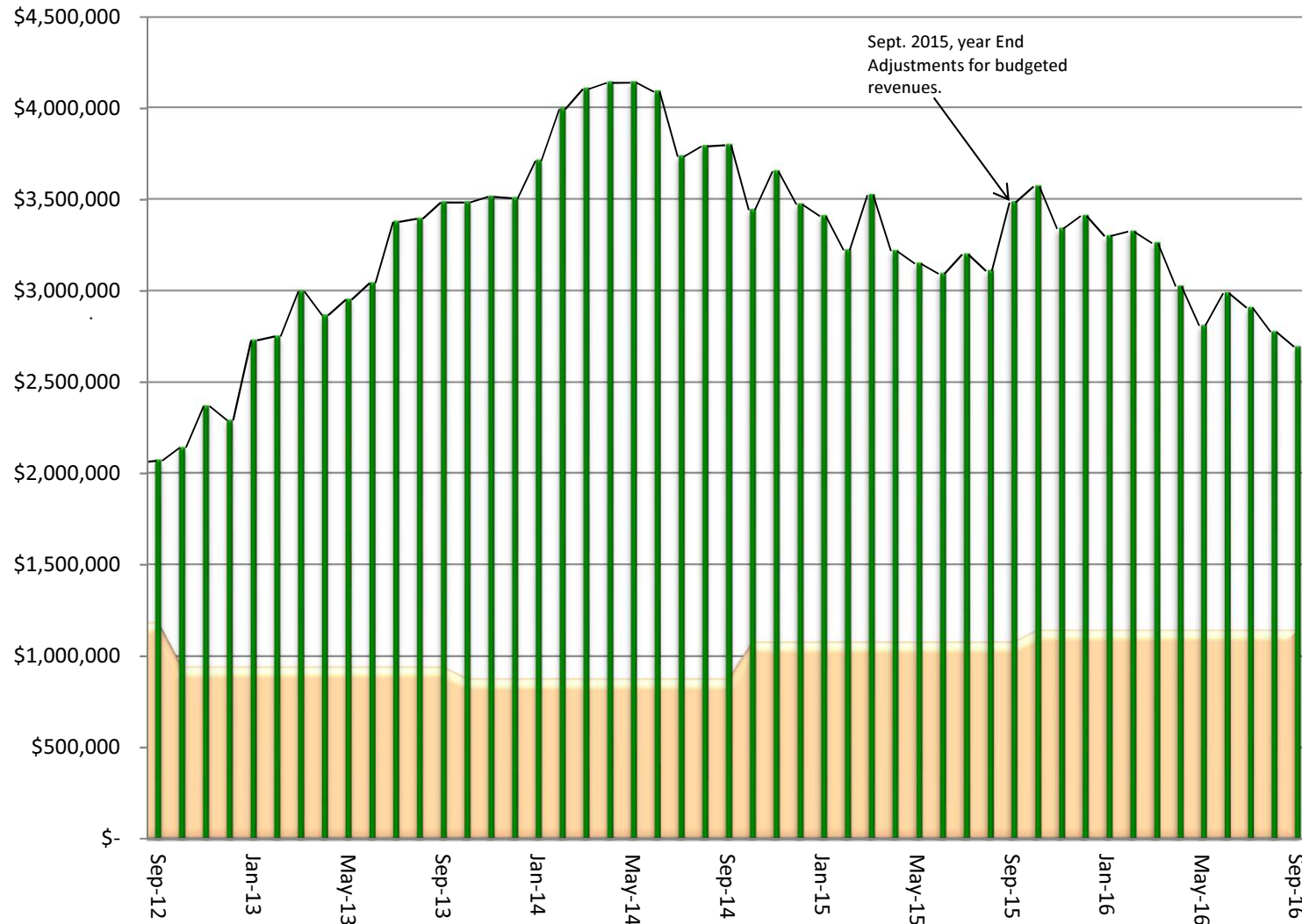


**City of Leesburg Healthcare Fund**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Employee Contributions	\$ 849,000	\$ 775,115	\$ -	\$ 775,115	91.30%	\$ (73,885)	\$ 779,629
Employer Contributions	3,542,616	3,180,805	-	3,180,805	89.79%	(361,811)	3,701,273
Retiree's Contribution	276,000	283,495	-	283,495	102.72%	7,495	283,128
Retiree's Employer Contribution	541,554	541,554	-	541,554	100.00%	-	474,354
Continuation Coverage	20,000	13,993	-	13,993	69.97%	(6,007)	14,945
Non Compliance HRA Fee	5,000	2,600	-	2,600	52.00%	(2,400)	4,220
Medicare Part D Subsidy	39,000	38,108	-	38,108	97.71%	(892)	41,461
Reinsurance Recoveries	-	241,725	-	241,725	0.00%	241,725	213,222
Revenues From Outside Sources	5,273,170	5,077,395	-	5,077,395	96.29%	(195,775)	5,512,232
<b>Other Revenues</b>							
Interest on Investments	10,000	65,913	-	65,913	659.13%	55,913	22,846
Other Income	40,000	144,447	-	144,447	361.12%	104,447	44,807
Total Other Revenues	224,674	210,360	-	210,360	93.63%	(14,314)	67,653
<b>Total Revenues</b>	5,497,844	5,287,755	-	5,287,755	96.18%	(210,089)	5,579,885
<b>Expenses</b>							
Personal Services	64,841	65,780	-	65,780	101.45%	(939)	64,460
Operating Expenses	1,057,893	1,032,838	3,475	1,036,313	97.96%	21,580	792,304
Insurance Premiums	375,000	409,766	-	409,766	109.27%	(34,766)	407,964
Insurance Claims	3,177,630	3,605,849	-	3,605,849	113.48%	(428,219)	3,449,382
Prescription Claims	745,370	843,255	-	843,255	113.13%	(97,885)	733,454
Pharmaceuticals	77,110	84,918	-	84,918	110.13%	(7,808)	50,176
Total Operating Expenses	5,497,844	6,042,406	3,475	6,045,881	109.97%	(548,037)	5,497,740
<b>Total Expenditures</b>	5,497,844	6,042,406	3,475	6,045,881	109.97%	(548,037)	5,497,740
<b>Excess (Deficiency) of Revenue</b>							
<b>Over (Under) Expenditures</b>	\$ -	\$ (754,651)	\$ (3,475)	\$ (758,126)	0.00%	\$ (758,126)	\$ 82,145

# Health Insurance Fund Cash and Reserve Requirement

Reserve Requirement  
Cash



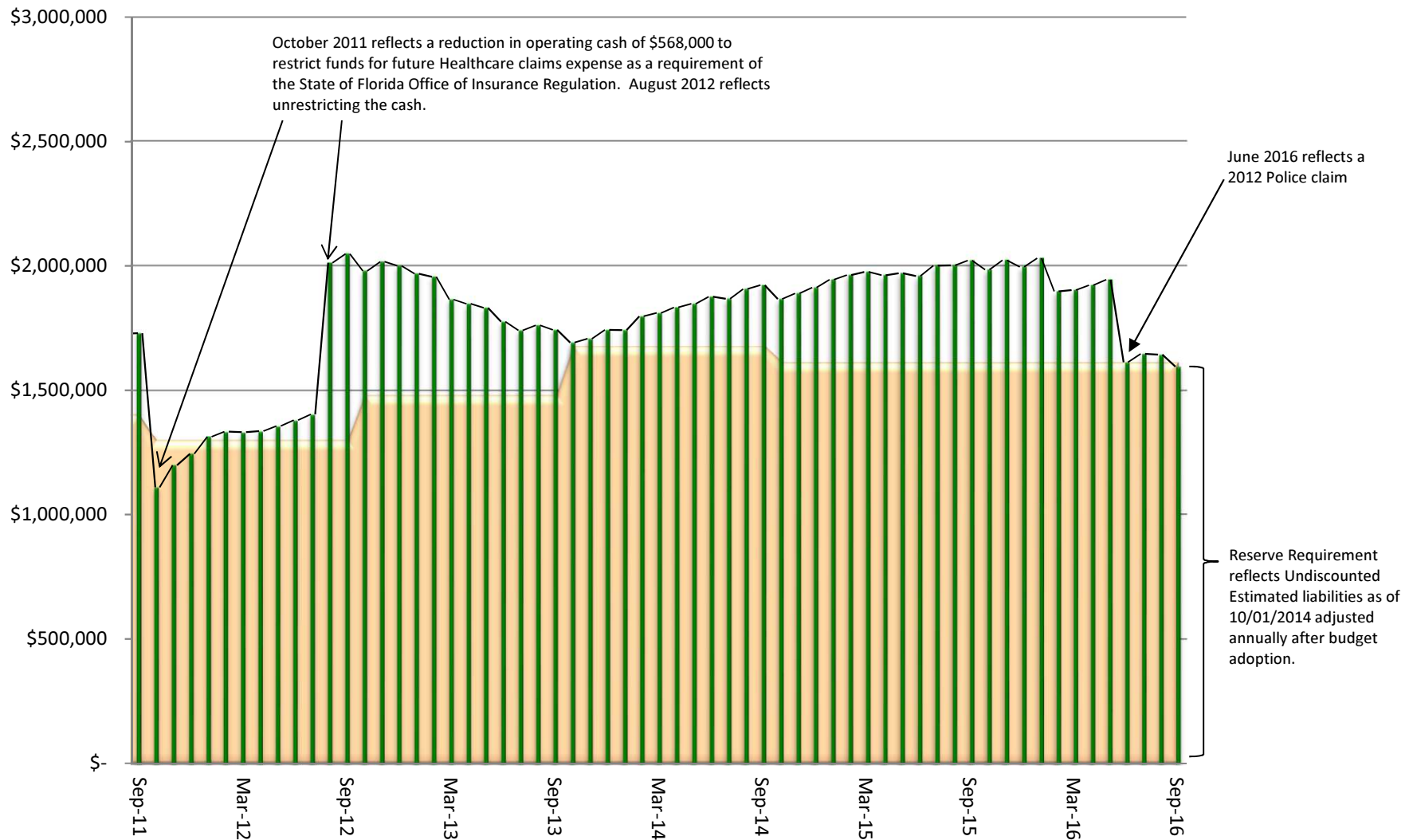
Changes in the Reserve Requirement reflect changes in the annual daily claims expense. The reserve is adjusted annually after budget adoption and represents the average daily expense X 75 days =  $\$15,242 \times 75 \text{ days} = \$1,143,150$

**City of Leesburg Workers' Compensation  
Statement of Revenues and Expenditures  
For the Twelve Months Ended September 30, 2016**

	<u>Revised Budget</u>	<u>2016 Actual</u>	<u>Open Purchase Orders</u>	<u>Actual Including Open Purchase Orders</u>	<u>% of Revised Budget</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Actual Prior Year</u>
<b>Revenue</b>							
Employer Contributions	\$ 505,304	\$ 548,174	\$ -	\$ 548,174	108.48%	\$ 42,870	\$ 534,503
Revenues From Outside Sources	505,304	548,174	-	548,174	108.48%	42,870	534,503
<b>Other Revenues</b>							
Interest on Investments	-	39,120	-	39,120	0.00%	39,120	13,379
Other Income	-	24,841	-	24,841	0.00%	24,841	224
Reinsurance Recoveries	-	135,085	-	135,085	0.00%	135,085	8,935
Total Other Revenues	-	199,046	-	199,046	0.00%	199,046	22,538
<b>Total Revenues</b>	505,304	747,220	-	747,220	147.88%	241,916	557,041
<b>Expenses</b>							
Personal Services	25,110	25,241	-	25,241	100.52%	(131)	23,655
Professional Services	30,000	21,265	-	21,265	70.88%	8,735	22,318
Insurance Premiums	82,300	89,045	-	89,045	108.20%	(6,745)	78,425
Insurance Claims	354,894	1,021,610	-	1,021,610	287.86%	(666,716)	320,103
Self Insurance Assessment	13,000	13,328	-	13,328	102.52%	(328)	13,669
Total Operating Expenses	505,304	1,170,489	-	1,170,489	231.64%	(665,185)	458,170
<b>Total Expenditures</b>	505,304	1,170,489	-	1,170,489	231.64%	(665,185)	458,170
<b>Excess (Deficiency) of Revenue Over (Under) Expenditures</b>	\$ <u>-</u>	\$ <u>(423,269)</u>	\$ <u>-</u>	\$ <u>(423,269)</u>	<u>0.00%</u>	\$ <u>(423,269)</u>	\$ <u>98,871</u>

# Workers' Compensation Fund Cash and Reserve Requirement

Reserve Requirement  
Cash



**City of Leesburg Fleet Services Fund**  
**Statement of Revenues and Expenditures**  
**For the Twelve Months Ended September 30, 2016**

	<b>Revised Budget</b>	<b>2016 Actual</b>	<b>Open Purchase Orders</b>	<b>Actual Including Open Purchase Orders</b>	<b>% of Revised Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Actual Prior Year</b>
<b>Revenue</b>							
Fuel Surcharge	\$ -	\$ 2,699	\$ -	\$ 2,699	0.00%	\$ 2,699	\$ 3,587
Maintenance	861,464	791,842	-	791,842	91.92%	(69,622)	842,649
Lease	916,754	894,010	-	894,010	97.52%	(22,744)	890,695
MRU/Overhead	247,516	247,516	-	247,516	100.00%	-	232,238
Pool Vehicle Rev	-	2,457	-	2,457	0.00%	2,457	-
Total Operating Revenues	<u>2,025,734</u>	<u>1,938,524</u>	<u>-</u>	<u>1,938,524</u>	<u>95.69%</u>	<u>(87,210)</u>	<u>1,969,169</u>
<b>Expenses</b>							
Fleet Services	480,000	474,846	774	475,620	99.09%	(4,380)	535,599
Administration	595,599	551,141	-	551,141	92.54%	(44,458)	543,179
Depreciation	<u>920,000</u>	<u>748,227</u>	<u>-</u>	<u>748,227</u>	<u>81.33%</u>	<u>(171,773)</u>	<u>826,483</u>
Total Operating Expenses	<u>1,995,599</u>	<u>1,774,214</u>	<u>774</u>	<u>1,774,988</u>	<u>88.95%</u>	<u>(220,611)</u>	<u>1,905,261</u>
<b>Net Income From Operations</b>	<b>30,135</b>	<b>164,310</b>	<b>(774)</b>	<b>163,536</b>	<b>542.68%</b>	<b>133,401</b>	<b>63,908</b>
<b>Non-Operating Revenue (Expense)</b>							
Interest Income	-	91,594	-	91,594	0.00%	91,594	32,464
Other Non-Operating Income	<u>-</u>	<u>84,515</u>	<u>-</u>	<u>84,515</u>	<u>0.00%</u>	<u>84,515</u>	<u>65,119</u>
Total Non-Operating Revenue (Expense)	<u>-</u>	<u>176,109</u>	<u>-</u>	<u>176,109</u>	<u>0.00%</u>	<u>176,109</u>	<u>97,583</u>
<b>Income Before Operating Transfers</b>	<b>30,135</b>	<b>340,419</b>	<b>(774)</b>	<b>339,645</b>	<b>1127.08%</b>	<b>309,510</b>	<b>161,491</b>
<b>Other Sources</b>							
Capital Contributions	-	-	-	-	0.00%	-	-
Appropriated Retained Earnings	1,871,958	-	-	-	0.00%	(1,871,958)	-
Capital Projects	<u>(1,902,093)</u>	<u>-</u>	<u>(38,413)</u>	<u>(38,413)</u>	<u>2.02%</u>	<u>1,863,680</u>	<u>-</u>
Net Other Sources	<u>(30,135)</u>	<u>-</u>	<u>(38,413)</u>	<u>(38,413)</u>	<u>127.47%</u>	<u>(8,278)</u>	<u>-</u>
<b>Contribution to Fund Balance</b>	<b>\$ <u>-</u></b>	<b>\$ <u>340,419</u></b>	<b>\$ <u>(39,187)</u></b>	<b>\$ <u>301,232</u></b>	<b><u>0.00%</u></b>	<b>\$ <u>301,232</u></b>	<b>\$ <u>161,491</u></b>

## Fleet Services Fund Cash and Reserve Requirement

